

**ORIGINAL**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

	X	
In re:	:	Chapter 11
	:	
Rural/Metro Corporation, <u>et al.</u> , <sup>1</sup>	:	Case No. 13-11952 (KJC)
	:	
Debtors.	:	Jointly Administered
	:	
	:	<b>Re Docket No. 428</b>

**ORDER (I) APPROVING DISCLOSURE STATEMENT, (II) FIXING VOTING  
RECORD DATE, (III) SCHEDULING PLAN CONFIRMATION HEARING AND  
APPROVING FORM AND MANNER OF RELATED NOTICE AND OBJECTION  
PROCEDURES, (IV) APPROVING SOLICITATION PACKAGES AND PROCEDURES  
FOR THE DISTRIBUTION THEREOF, (V) APPROVING FORMS OF BALLOTS AND  
VOTING PROCEDURES, (VI) APPROVING FORM AND MANNER OF NOTICES TO  
NON-VOTING PLAN CLASSES, (VII) FIXING VOTING DEADLINE,  
(VIII) APPROVING VOTE TABULATION PROCEDURES, (IX) APPROVING CURE  
PROCEDURES, AND (X) APPROVING RIGHTS OFFERING PROCEDURES**

Upon the motion (the “**Motion**”),<sup>2</sup> dated October 3, 2013, of Rural/Metro Corporation and its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 105, 363, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 3016, 3017, 3018, 3020, 9013, 9014, and 9021 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 3017-1, and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) requesting an order:

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- 1 A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number is attached as Schedule 1 to the Declaration of Stephen Farber in Support of Chapter 11 Petition and First Day Pleadings (the “Farber Declaration”) [Docket No. 2] and at [www.donlinrecano.com/rmc](http://www.donlinrecano.com/rmc). The Debtors’ headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.
- 2 Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

(i) approving the proposed Disclosure Statement; (ii) fixing a Voting Record Date for voting on the Plan; (iii) scheduling a hearing to consider confirmation of the Plan and approving the form and manner of the attendant notice and objection procedures for such hearing; (iv) approving the proposed contents of the Solicitation Package and procedures for distribution thereof; (v) approving the forms of ballots and establishing solicitation, voting, and balloting procedures; (vi) approving the form and manner of notice to non-voting classes; (vii) fixing a Voting Deadline; (viii) approving procedures for tabulating creditor votes; (ix) approving cure procedures; and (x) approving rights offering procedures, all as more fully described in the Motion; and the Court having subject matter jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided and it appearing that no other or further notice need be provided; and the Court having determined the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, it is hereby found and determined that:<sup>3</sup>

C. The Debtors have the authority to propose and prosecute the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the “**Disclosure Statement**”) [Docket No. 582], together with the *First*

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3 The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

*Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, including all exhibits and supplements thereto, the “**Plan**”) [Docket No. 581].

**D.** The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

**E.** The forms of ballots with respect to the Plan, substantially in the forms attached hereto as Exhibits 2A-2D, are sufficiently consistent with Official Form No. 14 and adequately address the particular needs of these chapter 11 cases and are appropriate for the relevant classes of claims entitled under the Plan to vote to accept or reject the Plan.

**F.** Ballots need not be provided to the holders of claims in Class 1 (Priority Non-Tax Claims) and Class 3 (Other Secured Claims) because the holders of these claims are unimpaired and deemed to accept the Plan.

**G.** Ballots also need not be provided to the holders of Claims in Class 6 (Existing Securities Law Claims) and interests in Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof) because the holders of these claims and interests will retain and receive no property under the Plan and are deemed to reject the Plan.

**H.** The period set forth below, during which the Debtors may solicit acceptances to the Plan, is a reasonable period of time for holders of Claims entitled to vote on the Plan to make an informed decision with respect to whether to accept or reject the Plan.

**I.** The procedures set forth below regarding notice to all parties in interest of the time, date, and place of the hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) and the distribution and contents of the solicitation packages (the “**Solicitation**”

**Packages**”) comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
THAT:**

1. The Motion is granted as set forth herein.
2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.
3. The forms of Ballots are approved.
4. The record date for purposes of determining creditors or interest holders entitled to vote on the Plan or, in the case of non-voting classes, to receive (i) the Notice of Non-Voting Status – Unimpaired Classes or (ii) the Notice of Non-Voting Status – Impaired Classes (items (i) and (ii) together, the “**Notices of Non-Voting Status**”), as applicable, shall be the later of (i) the date the Disclosure Statement Order is entered, or (ii) November 5, 2013 at 5:00 p.m. (prevailing Eastern Time) (the “**Voting Record Date**”).
5. With respect to any transferred claim, the transferee will be entitled to receive a Solicitation Package and vote to accept or reject the Plan on account of the transferred claim only if: (a) all actions necessary to effect the transfer of the claim pursuant to Bankruptcy Rule 3001(e) and Local Rule 3001-1 have been completed no later than the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer, and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a claim is transferred after the transferor has completed a Ballot, the transferee of such claim shall be bound by any vote (and the consequences thereof) made on the Ballot by the holder as of the Voting Record Date of such transferred claim.

6. The Debtors shall complete the mailing of the Solicitation Package to all known holders (as of the Voting Record Date) of claims in Class 2 (Secured Lender Claims), Class 4 (Noteholder Claims) and Class 5 (Other Unsecured Claims) (collectively, the “**Voting Classes**”) by no later than the date that is six (6) days following entry of the order approving the Disclosure Statement (the “**Solicitation Mailing Date**”). Solicitation Packages mailed to creditors holding claims in the Voting Classes will contain: (i) this Disclosure Statement Order (without the exhibits hereto); (ii) the Confirmation Hearing Notice; (iii) a CD containing the Disclosure Statement (together with all exhibits thereto); and (iv) the appropriate form of Ballot, with instructions for completing the Ballot, and a pre-addressed, pre-paid return envelope.

7. The Debtors are authorized, but not required, to distribute any Additional Materials with the Solicitation Package, as necessary, which will be filed with the Court prior to, and for approval at, the Disclosure Statement Hearing.

8. The Debtors are authorized, but not required, to distribute the Disclosure Statement (together with all exhibits thereto) to the Voting Classes in CD format, and the Disclosure Statement Order, Confirmation Hearing Notice, and Ballots shall be provided in paper format.

9. On or before the Solicitation Mailing Date, the Debtors shall serve the Confirmation Hearing Notice to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the agents for the Debtors’ prepetition and postpetition secured lenders; (c) the Securities and Exchange Commission; (d) the United States Attorney’s Office for the District of Delaware; (e) the Department of Justice; (f) the Internal Revenue Service; (g) the relevant federal, state and local taxing authorities at their statutory addresses; (h) the relevant state and local environmental agencies; (i) parties who have filed a request for service in these

cases in accordance with Bankruptcy Rule 2002 as of the day prior to service; and (j) all known holders of claims and equity interests pursuant to Bankruptcy Rule 3017(d).

10. The Debtors shall complete, by no later than the Solicitation Mailing Date, the service of (i) the Confirmation Hearing Notice, and (ii) a Notice of Non-Voting Status to all known holders (as of the Voting Record Date) of claims and equity interests in Class 1 (Priority Non-Tax Claims), Class 3 (Others Secured Claims), Class 6 (Existing Securities Law Claims) and Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof).

11. The Confirmation Hearing will be held before the Honorable Kevin J. Carey at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 5, Wilmington, Delaware 19801 on **December 16, 2013 at 11:00 a.m. (prevailing Eastern Time)**; provided, however, that the Confirmation Hearing may be continued from time to time by the Court or the Debtors, without further notice or through adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing, or other appropriate filing, filed with the Court.

12. The Confirmation Hearing Notice setting forth the time, date, and place of the Confirmation Hearing, substantially in the form attached hereto as Exhibit 1, is approved.

13. The Debtors shall publish the Confirmation Hearing Notice, on one occasion, in either the national edition of either *The Wall Street Journal* or *The New York Times*, on a date not less than twenty-eight (28) calendar days prior to the Confirmation Hearing date, which notice is hereby approved and deemed adequate and sufficient notice of the Confirmation Hearing in accordance with Bankruptcy Rule 2002.

14. Any objections to confirmation of the Plan must (i) be in writing, (ii) state the name, address, and nature of the Claim or interest of the objecting or responding party, (iii) state with particularity the basis and nature of any objection, and (iv) be filed, together with proof of service, with the Court and served so as to be actually received no later than **4:00 p.m. (prevailing Eastern Time) on December 9, 2013** (the “**Confirmation Objection Deadline**”) by the following parties: (a) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (b) co-counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq., and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon Morton, Esq. and Maris Kandestin, Esq.; (c) counsel to the Committee, Brown Rudnick LLP, One Financial Center, Boston, MA 02111, Attn: Steven D. Pohl, Esq. and Thomas A. Montgomery, Esq. and Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq.; (d) counsel to certain senior unsecured noteholders, Latham & Watkins, 233 S. Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: Josef A. Athanas and 355 South Grand Ave., Los Angeles, CA 90071-1560, Attn: Ted A. Dillman, Esq.; (e) counsel to Wilmington Trust, N.A., as successor trustee, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman, Esq.; (f) counsel to the prepetition and postpetition administrative agent, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, David M. Feldman, Esq. and Matthew Kelsey, Esq., and Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, DE 19899-1709, Attn: David B.

Stratton, Esq.; and (g) all parties that have requested notice in these chapter 11 cases pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

15. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

16. Counsel to the Debtors and other parties in interest are authorized to file replies or responses to any such objections no later than **4:00 p.m. (prevailing Eastern Time) on the business day that is two days prior to the Confirmation Hearing**, including any adjournments thereof.

17. The Debtors shall not be required to send Solicitation Packages to (i) any holder of an unimpaired Claim under the Plan, (ii) any holder of a Claim or Equity Interest in a class deemed to reject the Plan, (iii) any party who holds a Claim, whether in the form of a filed proof of claim, or an amount listed on the schedules of assets and liabilities and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and Official Forms of the Bankruptcy Rules (as amended or modified, the "**Schedules**") in an amount of \$0.00, and (iv) a creditor that has a Claim that has already been paid in full.

18. With respect to addresses from which Disclosure Statement Notices were returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing Solicitation Packages or any other materials related to voting on or confirmation of the Plan to entities listed at such addresses unless and until the Debtors are provided with accurate addresses for such entities before the Solicitation Mailing Date.



19. On or before the Solicitation Mailing Date, a Notice of Non-Voting Status – Unimpaired Classes, substantially in the form attached hereto as Exhibit 3, which form is hereby approved, shall be distributed to holders of Claims and interests in Class 1 (Priority Non-Tax Claims) and Class 3 (Other Secured Claims), which classes are unimpaired under the Plan and therefore are presumed to accept the Plan, and thus are not entitled to vote to accept or reject the Plan

20. On or before the Solicitation Mailing Date, a Notice of Non-Voting Status – Impaired Classes, substantially in the form attached hereto as Exhibit 4, , which form is hereby approved, shall be distributed to holders of claims and interests in Class 6 (Existing Securities Law Claims) and Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof), which will receive no distribution under the Plan and therefore are presumed to reject the Plan, and thus are not entitled to vote to accept or reject the Plan.

21. The Notices of Non-Voting Status are hereby deemed to satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and the Debtors shall not be required to distribute copies of the Plan, Disclosure Statement, and/or Disclosure Statement Order to any holder of a claim or equity interest in the Non-Voting Unimpaired Classes or the Non-Voting Impaired Classes, except as to parties who request, in writing, copies of such documents.

22. Each Ballot must be executed, completed, and delivered to the Solicitation Agent (i) by U.S. first-class mail, in the return envelope provided with each Ballot; (ii) by overnight courier; or (iii) by hand delivery, unless otherwise approved by the Debtors in writing, so that executed and completed Ballots are received by Donlin Recano & Company, Inc., the

Solicitation Agent, by no later than **5:00 p.m. (prevailing Eastern Time) on December 9, 2013, unless such time is extended** (the **"Voting Deadline"**).

23. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a claim, and without prejudice to the rights of the Debtors in any other context, each claim within a class of claims entitled to vote is temporarily allowed in an amount equal to the amount of such claim as set forth in the claims register; *provided*:<sup>4</sup>

- (a) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a claim for which a proof of claim has been timely filed is wholly contingent, unliquidated, or disputed, undetermined, or unknown in amount, such claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00, and the Ballot mailed to the holder of such claim shall be marked as voting at \$1.00; unless such claim is disputed as set forth in subparagraph "h" below;
- (c) If a proof of claim was timely filed in an amount that is liquidated, non-contingent, and undisputed, such claim is temporarily allowed in the amount set forth on the proof of claim, unless such claim is disputed as set forth in subparagraph "h" below;
- (d) If a claim is listed on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution unless such claim is disputed as set forth in subparagraph "h" below;
- (e) If a claim has been estimated or otherwise allowed for voting purposes by order of the Court, such claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- (f) If a claim is listed in the Debtors' Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court; or (ii) deemed

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<sup>4</sup> For the avoidance of doubt the following procedures shall govern notwithstanding any other amount a claimant may otherwise indicate on an individual ballot.

timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose such claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00, and the Ballot mailed to the holder of such claim shall be marked as voting at \$1.00; unless such claims is disputed as set forth in paragraph "h" below;

- (g) Proofs of claim filed for \$0.00 are not entitled to vote;
- (h) If the Debtors have served an objection or request for estimation as to a claim at least fourteen (14) days before the Voting Deadline, such claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection, or as ordered by the Court before the Voting Deadline;
- (i) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code separate claims held by a single creditor in a particular class shall be aggregated as if such creditor held one claim against the Debtor in such class, and the votes related to such claims shall be treated as a single vote to accept or reject the Plan;
- (j) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate claims within the same Voting Class shall be provided with only one Solicitation Package and one ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claims;
- (k) If a proof of claim has been amended by a later filed proof of claim, only the later filed amending claim will be entitled to vote, regardless of whether the Debtors have objected to such earlier filed claim;
- (l) Notwithstanding anything contained herein to the contrary, the Solicitation Agent may contact voters to cure any defects in the Ballots and is authorized to so cure any defects;
- (m) There shall be a rebuttable presumption that any claimant who submits a properly completed, superseding Ballot, or withdraws a Ballot, in each case on or before the Voting Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan, such that the earlier submitted Ballot shall be deemed superseded or withdrawn, as applicable; and
- (n) If a class contains claims or interests eligible to vote and no holders of claims or interests eligible to vote in such class vote to accept or reject the Plan, the Debtors may request a ruling at the Confirmation Hearing that

the Plan shall be deemed accepted by the holders of such claims or interests in such class.

24. The following additional procedures shall apply with respect to tabulating the Master Ballots:

- (a) Votes cast by Beneficial Owners through a Nominee will be applied against the positions held by such entities in the applicable security as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee, pursuant to the Master Ballots or pre-validated Beneficial Ballots, will not be counted in excess of the principal amount of such securities held by such Nominee;
- (b) To the extent that conflicting votes or “overvotes” are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee;
- (c) To the extent that overvotes on the Master Ballot are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Ballots that contained the overvote, but only to the extent of the Nominee’s position in the applicable security;
- (d) For the purposes of tabulating votes, each Beneficial Owner will be deemed to have voted the principal amount relating to such security, although the Solicitation Agent will adjust such principal amount to reflect the claim amount, including prepetition interest.
- (e) In the event of a sale after the Voting Record Date of some or all of a Beneficial Owner’s Notes to a third-party purchaser, such Beneficial Owner shall be instructed to immediately (a) notify its Nominee of such sale of Notes, the identity of the purchaser, and the amount of Notes sold to the purchaser and (b) send the Beneficial Ballot and Solicitation Package to the third-party purchaser(s) that acquired Notes with sufficient time for such purchaser(s) to review and complete the Beneficial Ballot prior to the Voting Record Date. Beneficial Ballots received by any purchaser that acquired Notes after the Voting Record Date but before the Voting Deadline shall be included on the Master Ballot for all purposes.

25. If any claimant seeks to challenge the allowance, disallowance or classification of its claim for voting purposes in accordance with the above procedures, such claimant is required to serve on counsel for the Debtors and the Committee, and file with the

Court (with a copy to Chambers) a motion for an order pursuant to Bankruptcy Rule 3018(a) (a **“3018(a) Motion”**) temporarily allowing such claim in a different amount for purposes of voting to accept or reject the Plan, on or before the tenth (10th) day after the later of (i) service of the Confirmation Hearing Notice, and (ii) service of notice of an objection or request for estimation, if any, as to such claim.

26. As to any claimant filing a 3018(a) Motion pursuant to Bankruptcy Rule 3018(a), such claimant's Ballot should not be counted unless temporarily allowed by an order entered by the Court prior to the Voting Deadline.

27. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its claim therefor.

28. If a creditor casts more than one Ballot voting the same claim(s) before the Voting Deadline, the last Ballot received before the Voting Deadline is hereby deemed to reflect such creditor's intent and, thus, to supersede any prior Ballot(s).

29. Any entity that holds a claim in more than one class that is entitled to vote must use separate Ballots for each such claim.

30. Creditors must vote all of their claims within a particular class under the Plan, whether or not such claims are asserted against the same or multiple Debtors, either to accept or reject the Plan and may not split their vote(s), and thus neither a Ballot that partially rejects and partially accepts the Plan, nor multiple Ballots casting conflicting votes in respect of the same class under the Plan shall be counted.

31. The following types of Ballots shall not be counted in determining whether the Plan has been accepted or rejected: (i) any Ballot received after the Voting Deadline unless the Debtors have granted an extension with respect to such Ballot; (ii) any Ballot that is

illegible or contains insufficient information to permit the identification of the claimant; (iii) any Ballot cast by a person or entity that does not hold a claim in a class entitled to vote to accept or reject the Plan; (iv) any unsigned Ballot; (v) any Ballot transmitted to the Solicitation Agent by facsimile, electronic mail, or other means not specifically approved herein, unless otherwise approved by the Debtors in writing; (vi) any Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but does not indicate either an acceptance or rejection of the Plan; (vii) any Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but indicates both an acceptance and rejection of the Plan shall be counted as an acceptance of the Plan; and (viii) any Ballot without an original signature. Any Ballots that are not counted or otherwise invalidated as set forth herein shall be documented in the vote tabulation certification prepared by the Solicitation Agent.

32. The Debtors, subject to any contrary order of the Court and except as otherwise set forth herein, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the vote tabulation certification prepared by the Solicitation Agent.

33. The Debtors are authorized, in accordance with the modification provisions of the Plan, to make, after the date the Disclosure Statement Order is entered and with prior notice to the Committee, counsel to the Debtors' prepetition and postpetition secured lenders, and counsel to certain of the Debtors' prepetition noteholders, non-substantive changes to the Disclosure Statement, the Plan, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package.

34. All notices to be provided pursuant to the procedures set forth herein are deemed good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing and no other or further notice need be provided.

35. The following procedures shall apply to the determination of cure amounts ("**Cure Amounts**") and deadline for objections relating to contracts and leases that may be assumed pursuant to the Plan (collectively, the "**Cure Procedures**"). To facilitate a prompt resolution of cure disputes and objections relating to the assumption of these agreements, the Debtors propose the following deadlines and procedures:<sup>5</sup>

- (a) the Debtors shall cause the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the "**Cure Notice**"), in a form substantially similar to the form attached hereto as Exhibit 6, to be served on the non-debtor parties to all executory contracts and unexpired leases to be assumed as part of the Plan (the "**Assumed Contracts and Leases**") no later than twenty (20) days prior to the commencement of the Confirmation Hearing. Among other things, the Cure Notice shall set forth the amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;
- (b) the non-debtor parties to the Assumed Contracts and Leases shall have until 5:00 p.m. (prevailing Eastern Time) on December 9, 2013 (the "**Cure Objection Deadline**"), which deadline may be extended in the sole discretion of the Debtors, to object (a "**Cure Objection**") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; provided, however, that if the Debtors amend the Contract Notice or any related pleading that lists the Assumed Contracts and Leases to add a contract or lease or to reduce the cure amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least 7 calendar days after service of such amendment to object thereto or to propose an alternative cure amount(s);

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5 Receipt of a Cure Notice (as defined below) does not constitute a determination by the Debtors to assume any executory contract or unexpired lease. The Debtors may decide not to assume any executory contract or unexpired lease through the Plan or otherwise.

- (c) If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection (each, a "**Cure Dispute**"), the Bankruptcy Court shall determine the amount of any disputed Cure Amount(s) or objection to assumption at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree or as ordered by the Court. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so; and
- (d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors; provided, however, that the counterparty to such Assumed Contract or Lease may seek additional amount(s) on account of any defaults occurring between the filing of the Cure Notice and the occurrence of the Effective Date of the Plan.

36. The inclusion of an Assumed Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Assumed Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) approving the assumption of any such Assumed Contract or Lease, and inclusion in the Cure Notice is not a final determination that any Assumed Contract or Lease will, in fact, be assumed.

37. The Rights Offering to be conducted in accordance with and as described in the Plan is approved.

38. The fees, charges and expenses contemplated by the Rights Offering and/or set forth in the Backstop Commitment Agreement are fair and reasonable and are hereby approved. The Debtors shall pay all such fees, charges and expenses as and when required by the Backstop Commitment Agreement and/or the Plan. The delivery of any stock by the Debtors in accordance with this Order and after the entry of a final, non-appealable Confirmation Order



on the effective date of the Plan shall be exempt from registration pursuant to section 1145(a)(1)(A) of the Bankruptcy Code and/or section 4(2) of the Securities Act of 1933, as amended, as applicable.

39. The Debtors are hereby authorized and empowered to conduct the Rights Offering pursuant to the terms and procedures described in the Beneficial Subscription Form, the Master Subscription Form and the Plan, and may take such actions, including, but not limited to, engaging a subscription agent, expending funds as necessary or appropriate to conduct and implement the Rights Offering, and the payment of any necessary fees in connection with the Rights Offering pursuant to the Plan.

40. The Backstop Commitment Agreement substantially in the form annexed hereto as Exhibit 8, and the Beneficial Subscription Form and the Master Subscription Form, substantially in the forms annexed hereto as Exhibits 7A and 7B, respectively, are fair and reasonable and hereby approved.

41. The Subscription Agreement attached hereto as Exhibit 7C, together with the Disclosure Statement to be distributed concurrently to the Eligible Subscribers, provides sufficient information for the Eligible Subscribers to make an informed decision regarding whether to exercise their Subscription Rights, and the Subscription Agreement is hereby approved.

42. The solicitation procedures pursuant to which the Debtors propose to conduct the Rights Offering are fair and reasonable and are hereby approved.

43. The Subscription Period (as defined in the Plan) is a reasonable period of time for the Eligible Subscribers to make an informed decision regarding whether to exercise their Subscription Rights and such Subscription Period is hereby approved.

44. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, none of the Debtors or the Creditors' Committee (including each of their respective directors, officers, employees, shareholders, members, partners, agents, or representatives (including attorneys, accountants, financials advisors, and investment bankers), each solely in their capacity as such) shall have any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

45. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, the Creditors' Committee (including each of their respective directors, officers, employees, shareholders, members, partners, agents, or representatives (including attorneys, accountants, financials advisors, and investment bankers), each solely in their capacity as such) shall not have any liability on account of having submitted any Additional Materials or on account of the inclusion of such Additional Materials in any Solicitation Package or other distribution for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale or purchase of securities.

46. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: Nov 5, 2013  
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Confirmation Hearing Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	X	
In re:	:	Chapter 11
	:	
Rural/Metro Corporation, <u>et al.</u> , <sup>1</sup>	:	Case No. 13-11952 (KJC)
	:	
Debtors.	:	Jointly Administered
	:	
	:	Hearing Date: [____], 2013 at _____.m. (ET)]
	:	Objection Deadline: [____], 2013 at 4:00 p.m. (ET)]
-----	X	

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,  
(II) ESTABLISHMENT OF RECORD DATES, (III) HEARING ON  
CONFIRMATION OF THE PLAN AND PROCEDURES FOR OBJECTING  
TO CONFIRMATION OF THE PLAN, (IV) APPROVING CURE PROCEDURES,  
AND (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. **Approval of Disclosure Statement.** By order dated [\_\_\_\_], 2013] (the "**Disclosure Statement Order**"), the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") approved the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the "**Disclosure Statement**"), filed by the Debtors, and authorized the Debtors to solicit votes with respect to the approval or rejection of the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, including all exhibits and supplements thereto, the "**Plan**"),<sup>2</sup> attached as Exhibit 1 to the Disclosure Statement. Pursuant to the Disclosure Statement Order, the Debtors will mail to holders of Claims in Class 2 (Secured Lender Claims), Class 4 (Noteholder Claims) and Class 5 (Other Unsecured Claims) (collectively, the "**Voting Classes**") materials needed for voting on the Plan (the "**Solicitation Package**").

2. **Confirmation Hearing.** On [\_\_\_\_], 2013 at [\_\_\_\_] (ET), or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Judge, at the Bankruptcy

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

<sup>2</sup> All capitalized terms used but not otherwise defined shall have the meanings ascribed to such terms in the Plan.

Court, 824 Market Street, 6<sup>th</sup> Floor, Courtroom 5, Wilmington, Delaware 19801 to consider confirmation of the Plan. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law without further notice, prior to or as a result of the Confirmation Hearing.

3. ***Entitlement to Vote on the Plan.*** In accordance with the terms of the Plan and the Bankruptcy Code, holders of claims against the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) that are impaired by the Plan are entitled to vote on the Plan; however, holders of claims or interests that will receive no distribution under the Plan are deemed to have rejected the Plan and will not be entitled to vote on the Plan.

4. ***Voting Record Date.*** The Voting Record Date will be the later of (i) the date the Disclosure Statement Order is entered, or (ii) November 5, 2013 at 5:00 p.m. (prevailing Eastern Time).

5. ***Voting Deadline.*** All votes to accept or reject the Plan must be actually received by the Debtors’ voting and solicitation agent (the “**Solicitation Agent**”), Donlin, Recano & Company, Inc. (“**DRC**”), as noted on the applicable Ballot, by no later than **5:00 p.m. (prevailing Eastern Time) on December 9, 2013**, unless such time is extended (the “**Voting Deadline**”). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

6. ***Parties in Interest Not Entitled to Vote.*** The following Classes of creditors and equity interest holders are not entitled to vote on the Plan: Class 1 (Priority Non-Tax Claims), Class 3 (Other Secured Claims), Class 6 (Existing Securities Law Claims) and Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof). If (i) your claim or interest is classified in one of these classes, and you disagree with the Debtors’ classification of your claim or interest, or (ii) your claim is classified in one of the voting classes and you have timely filed a proof of claim, but the Debtors have objected to, or requested an estimation of your claim and believe you should be entitled to vote on the Plan, you must serve the Debtors and the parties listed at 6(e) below and file with the Bankruptcy Court (with a copy to Chambers) a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing your claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before the tenth (10th) day after the later of (i) the date of this Confirmation Hearing Notice and (ii) service of notice of an objection or request for estimation, if applicable, as to such claim. In accordance with Bankruptcy Rule 3018(a), as to any creditor filing a Rule 3018(a) Motion, such creditor’s Ballot will not be counted except as may be otherwise ordered by the Bankruptcy Court prior to [\_\_\_\_\_, 2013]. Creditors may contact the Debtors’ Solicitation Agent, via first class mail at Donlin, Recano & Company, Inc., c/o Rural/Metro Corporation, et al., P.O. Box 2034, Murray

Hill Station, New York, NY 10156-0701 or via overnight courier or hand delivery at Donlin, Recano & Company, Inc., c/o Rural/Metro Corporation, et al., 419 Park Avenue South, Suite 1206, New York, NY 10016, (ii) by telephone at (212) 771-1128 to receive an appropriate ballot for any claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth herein shall not be considered.

7. ***Deadline for Objections to Confirmation of the Plan.*** Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the clerk of the Bankruptcy Court together with proof of service, and shall: (a) state the name, address, and nature of the claim or interest of the objecting or responding party; (b) state with particularity the basis and nature of any objection or response; and (c) be served in accordance with the Disclosure Statement Order, so as to be ***actually received*** on or before **4:00 p.m. (prevailing Eastern Time) on [\_\_\_\_\_], 2013** upon (a) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (b) co-counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq., and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon Morton, Esq. and Maris Kandestin, Esq.; (c) counsel to the Committee, Brown Rudnick LLP, One Financial Center, Boston, MA 02111, Attn: Steven D. Pohl, Esq. and Thomas A. Montgomery, Esq. and Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq.; (d) counsel to certain senior unsecured noteholders, Latham & Watkins, 233 S. Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: Josef A. Athanas and 355 South Grand Ave., Los Angeles, CA 90071-1560, Attn: Ted A. Dillman, Esq.; (e) counsel to Wilmington Trust, N.A., as successor trustee, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman, Esq.; and (f) counsel to the prepetition and postpetition administrative agent, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: David M. Feldman, Esq. and Matthew Kelsey, Esq., and Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, DE 19899-1709, Attn: David B. Stratton, Esq.. Any objections not filed and served as set forth above will be deemed waived.

8. ***Parties Who Will Not Be Treated as Creditors.*** Any holder of a claim that (i) is scheduled in the Debtors' schedules of assets and liabilities, statement of financial affairs, and schedules of executory contracts and unexpired leases at \$0.00 and is not the subject of a timely filed proof of claim or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court, or otherwise deemed timely filed under applicable law, or (ii) is not scheduled and is not the subject of a timely filed proof of claim or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court, or otherwise deemed timely filed under applicable law, shall not be treated as a creditor with respect to such claim for purposes of (a) receiving notices regarding the Plan, and (b) voting on the Plan. For the avoidance of doubt, any holder of a claim that is excepted from the requirement of filing a

proof of claim pursuant to any order of the Bankruptcy Court shall be treated as a creditor in the amount set forth in the Plan or any such order for the purposes of voting on the Plan.

9. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors' Solicitation Agent, DRC, by telephone at (212) 771-1128, or may view such documents by accessing either <http://www.donlinrecano.com/rmc> or the Bankruptcy Court's website, [www.deb.uscourts.gov](http://www.deb.uscourts.gov). Please note that a PACER (<http://www.pacer.psc.uscourts.gov>) password and login are needed to access documents on the Bankruptcy Court's website.

10. ***Exculpation, Injunctions and Releases.*** The Plan contains the exculpation, injunction and release provisions set forth below:<sup>3</sup>

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

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

#### ***12.8 Releases.***

***(a) Releases by the Debtors.* Except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including the good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any Person seeking to exercise the rights of the Debtors' Estates, including the Reorganized Debtors, any successor to the Debtors, or any**

<sup>3</sup> As used herein and in the Plan, the term "Released Parties" means each of, and solely in its capacity as such, (a) the Debtors and the Released Debtor Parties, (b) the Creditors' Committee and its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent, (i) the Notes Trustee, and (j) with respect to each of the foregoing entities in clauses (b) through (i), such entity's current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals. With respect to category (j) in the preceding sentence, the individuals and entities released are released solely in the identified capacity with respect to the other Released Parties in categories (b) through (i).

*representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code) from all Claims, obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever, (other than all rights, remedies and privileges to enforce the Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including the Plan Documents) delivered under or in connection with the Plan) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Reorganization Cases, the Plan or the Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any Claim or Interest or other entity, against any Released Party and its respective property; provided, however, that in no event shall anything in this Section 12.8(a) be construed as a release of any (i) Intercompany Claim or (ii) a Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.*

*(b) Releases by Holders of Claims and Interests. Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Plan Distributions, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all Claims, obligations, debts, suits,*



*judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, the Plan Supplement and the contracts, instruments, releases, and other agreements or documents (including the Plan Documents) delivered under or in connection with the Plan), including any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence with respect to the Debtors or the Debtors' property taking place on or before the Effective Date, against any Released Party and its respective property; provided, however, that in no event shall anything in this Section 12.8(b) be construed as a release of any (i) Intercompany Claim or (ii) a Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.*

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

*Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor,*

*nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude any valid right of setoff or recoupment.*

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

#### **12.9 Exculpation and Limitation of Liability.**

*No Exculpated Party shall have or incur any liability to any holder of any Claim or Interest for any prepetition or postpetition act or omission in connection with the negotiation and execution of the Restructuring Support Agreement, the Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the dissemination of the Plan, the solicitation of votes for and the pursuit of the Plan, the consummation of the Plan, or the administration of the Plan or the property (including the New Common Stock and any other security offered, issued or distributed in connection with the Plan) to be distributed under the Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omission in connection with the Plan, Restructuring Support Agreement or the Reorganization Cases of the Debtors except fraud, gross negligence or willful misconduct, each as determined by a Final Order. The Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the Delaware Lawyers' Rules of Professional Conduct, Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of any Exculpated Party, no attorney of any Exculpated Party shall be released by the Debtors or the Reorganized Debtors.*

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

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

Dated: [\_\_\_\_\_, 2013]  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Edmon L. Morton (No. 3856)  
Maris J. Kandestin (No. 5294)  
Rodney Square  
1000 North King Street  
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(302) 571-6600  
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-and-

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*Co-Counsel to the Debtors and  
Debtors in Possession*

**Exhibit 2A**

**Form of Ballot for Holders of Claims in Class 2 (Secured Lender Claims)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

----- X  
In re: : Chapter 11  
:   
Rural/Metro Corporation, et al.,<sup>1</sup> : Case No. 13-11952 (KJC)  
:   
Debtors. : Jointly Administered  
:   
----- X

**BALLOT FOR CLASS 2 SECURED LENDER CLAIMS  
FOR ACCEPTING OR REJECTING THE FIRST AMENDED  
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR  
RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

**TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY DONLIN,  
RECANO & COMPANY, INC. BY DECEMBER 9, 2013, AT 5:00 P.M. (PREVAILING  
EASTERN TIME).**

This ballot (the “**Ballot**”) is being submitted to you by Rural/Metro Corporation and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup>

The Bankruptcy Court has approved the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

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

<sup>2</sup> Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage of Donlin, Recano & Company, Inc., the Debtors' solicitation agent (the "**Solicitation Agent**") in these cases, at <http://www.donlinrecano.com/rmc>. A copy of the Disclosure Statement also is available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court's website, <http://www.deb.uscourts.gov/> (a PACER account is required); (c) upon written request to the Solicitation Agent, Donlin, Recano & Company, Inc., 419 Park Avenue South, Suite 1206, New York, NY 10016; or (d) by contacting the Solicitation Agent via telephone at (212) 771-1128.

### **IMPORTANT**

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 2 – Secured Lender Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.**

**If your Ballot is not actually received by the Solicitation Agent on or before December 9, 2013, at 5:00 p.m. (prevailing Eastern Time), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.**

**You may return your Ballot in the return envelope provided in your package or send it to:**

***If by First Class Mail:***  
**Donlin, Recano & Company, Inc.**  
**c/o Rural/Metro Corporation, et al.**  
**P.O. Box 2034, Murray Hill Station**  
**New York, NY 10156-0701**

***If by Hand Delivery or Overnight Mail:***  
**Donlin, Recano & Company, Inc.**  
**c/o Rural/Metro Corporation, et al.**  
**419 Park Avenue South, Suite 1206**  
**New York, NY 10016**

### **ACCEPTANCE OR REJECTION OF THE PLAN**

#### **Item 1. Vote Amount.**

For purposes of voting to accept or reject the Plan, as of the later of (i) the date the Disclosure Statement Order is entered or (ii) November 5, 2013 at 5:00 p.m. (prevailing Eastern time) (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a Class 2 Secured Lender Claim in the aggregate amount set forth below.

\$\_\_\_\_\_ [TO BE PREPRINTED BY SOLICITATION AGENT]

**IF YOU HAVE ANY QUESTIONS ABOUT THE AGGREGATE CLAIM AMOUNT SET FORTH ABOVE, PLEASE CONTACT THE SECURED CREDIT AGREEMENT ADMINISTRATIVE AGENT IMMEDIATELY.**

**Item 2. Vote on Plan.**

**CHECK ONE BOX ONLY**

- ☐ **ACCEPTS (votes FOR) the Plan.**
- ☐ **REJECTS (votes AGAINST) the Plan.**

**Item 3. Tax Information.**

Under penalty of perjury, Claimant certifies that:

- A. Claimant's correct taxpayer identification number is:
- (Social Security Number) \_\_\_\_ - \_\_\_\_ - \_\_\_\_ ,
- (or Employer Identification Number) \_\_\_\_ - \_\_\_\_ ; and
- B. Claimant is not subject to backup withholding because (please check appropriate box):
- ☐ (i) Claimant is exempt from backup withholding;
- ☐ (ii) Claimant has not been notified by the Internal Revenue Service ("**IRS**") that Claimant is subject to backup withholding as a result of a failure to report all interest or dividends; or
- ☐ (iii) The IRS has notified Claimant that Claimant is no longer subject to backup withholding.

**Item 4. Opt-Out Election (for holders of Class 2 Secured Lender Claims that vote to REJECT the Plan only).**

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.8 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.8 OF THE PLAN.**

- ☐ **The undersigned elects not to grant (OPTS OUT) of the releases set forth in Section 12.8 of the Plan.**



### IMPORTANT INFORMATION REGARDING THE RELEASES

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.<sup>3</sup>

**Specifically, the releases in Section 12.8 of the Plan (the “Releases”) bind, solely in their capacity as such, (a) the Creditors’ Committee and its members (solely in their capacity as members of the Creditors’ Committee but not in their capacity as individual creditors), (b) the Administrative Agents, (c) the DIP Lenders, (d) the Secured Lenders, (e) the Consenting Noteholders, (f) the Exit Preferred Holders, (g) Noteholders (other than the Consenting Noteholders) that abstain from voting or voted to reject the Plan and have not also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (h) the holders of impaired Claims (other than the Secured Lenders) or Interests other than those who (I) have been deemed to reject the Plan, or (II) abstain from voting or voted to reject the Plan and have also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (i) the holders of unimpaired Claims, (j) the Notes Trustee, and (k), with respect to the foregoing entities in clauses (a) through (j), such entities’ current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals. The Releases provide for, among other things, the following:**

*Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Plan Distributions, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the*

<sup>3</sup> As used herein and in the Plan, the term “Released Parties” means each of, and solely in its capacity as such, (a) the Debtors and the Released Debtor Parties, (b) the Creditors’ Committee and its members (solely in their capacity as members of the Creditors’ Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent, (i) the Notes Trustee, and (j) with respect to each of the foregoing entities in clauses (b) through (i), such entity’s current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

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

**Item 5. Certification.**

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Class 2 Secured Lender Claim to which this Ballot pertains (or an authorized signatory for such holder); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (if different from Claimant): \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY OR OVERNIGHT COURIER SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BY DECEMBER 9, 2013, AT 5:00 P.M. PREVAILING EASTERN TIME).**

### **VOTING INSTRUCTIONS**

1. In order for your vote to count, you must:
  - (i) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box; and
  - (ii) Review and sign the certifications in Item 5 of the Ballot. Please be sure to sign and date your Ballot. Your signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. If your Secured Lender Claim is held by a partnership, your Ballot must be executed in the name of the partnership by a general partner. If your Secured Lender Claim is held by a corporation, your Ballot must be executed by an officer. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. To facilitate distributions under the Plan (to the extent that the Plan is confirmed and consummated), please complete Item 3, which requests certain tax information that is necessary to make distributions to holders of Claims.
3. If you voted to reject the Plan, review the opt-out election disclosure in Item 4 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 4.
4. **To have your vote counted, you must complete, sign and return this Ballot so that it is actually received by the Solicitation Agent not later than 5:00 p.m. (prevailing Eastern Time) on December 9, 2013. AN ENVELOPE ADDRESSED TO THE SOLICITATION AGENT IS ENCLOSED FOR YOUR CONVENIENCE.**
5. Return the completed Ballot to the Solicitation Agent in the preaddressed, postage prepaid envelope enclosed with this Ballot or return it to:

*If by First Class Mail:*

Donlin, Recano & Company, Inc.  
c/o Rural/Metro Corporation, et al.  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701

*If by Hand Delivery or Overnight Mail:*

Donlin, Recano & Company, Inc.  
c/o Rural/Metro Corporation, et al.  
419 Park Avenue South, Suite 1206  
New York, NY 10016

6. **DO NOT SUBMIT YOUR BALLOT BY FAX, EMAIL OR ELECTRONIC TRANSMISSION. A BALLOT SUBMITTED BY FACSIMILE, EMAIL OR ELECTRONIC TRANSMISSION WILL NOT BE COUNTED, UNLESS OTHERWISE APPROVED BY THE DEBTORS IN WRITING.**

7. A properly completed, executed and timely-returned Ballot that either (a) indicates both acceptance and rejection of the Plan or (b) fails to indicate either an acceptance or rejection of the Plan will not be counted.
8. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 2 Secured Lender Claims.**
9. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
10. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last properly executed ballot timely received by the Solicitation Agent shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
11. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
12. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
13. If a claimant indicates a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the procedures set forth herein, such Claim shall be temporarily allowed for voting purposes in the lesser of the two said amounts.
14. To the extent possible, the Debtors shall mail each voting claimant a single Ballot on behalf of all Claims held by such claimant in a particular class of Claims.
15. If a party that is entitled to vote has more than one Claim within the same Class upon different transactions, such party shall be entitled to vote for numerosity purposes in the aggregated dollar amount of all of said Claims.

16. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**").<sup>4</sup> The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
17. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.
18. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY TELEPHONE AT (212) 771-1128.

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<sup>4</sup> The Plan may also be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in at least one class of impaired claims entitled to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(b) of the Bankruptcy Code.

**Exhibit 2B**

**Form of Ballot for Individual Holders of Claims in Class 4 (Noteholder Claims)**

10.125% Senior Secured Notes due 2019  
CUSIP Nos. 781749AA4, U7501CAA7, 781748AG3, and U74993AC7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----X  
In re : Chapter 11  
:  
Rural/Metro Corporation, et al.,<sup>1</sup> : Case No. 13-11952 (KJC)  
:  
Debtors. : (Jointly Administered)  
-----X

**INDIVIDUAL BALLOT FOR CLASS 4 NOTEHOLDER CLAIMS  
FOR ACCEPTING OR REJECTING FIRST AMENDED  
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR  
RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

**TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY DECEMBER 9, 2013, AT 5:00 P.M. (PREVAILING EASTERN TIME). IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.**

This ballot (the “**Ballot**”) is being submitted to you by Rural/Metro Corporation and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the reject the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup>

The Bankruptcy Court has approved the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

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

<sup>2</sup> Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.



You are receiving this Ballot because our records indicate that you are a direct beneficial holder of a Class 4 Noteholder Claim, as of the applicable Voting Record Date. Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, Disclosure Statement Order and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you do not have a Disclosure Statement or any other solicitation materials, you may obtain copies free of charge on the dedicated webpage of Donlin, Recano & Company, Inc., the Debtors' solicitation agent (the "**Solicitation Agent**") in these cases, at <http://www.donlinrecano.com/rmc>. A copy of the Disclosure Statement also is available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court's website, <http://www.deb.uscourts.gov/> (a PACER account is required); (c) upon written request to the Solicitation Agent, Donlin, Recano & Company, Inc., 419 Park Avenue South, Suite 1206, New York, NY 10016; or (d) by contacting the Solicitation Agent via telephone at (212) 771-1128.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Solicitation Agent immediately at the address or telephone number set forth above. **If you sold all or some of your Notes after the Voting Record Date**, immediately (a) send this Ballot and any other solicitation materials you received along with the Ballot to the purchaser(s) that acquired Notes from you with sufficient time for each purchaser to review and complete the Ballot prior to the Voting Deadline and (b) notify your Nominee of the sale of your Notes, the identity of the purchaser, and the amount of Notes sold to the purchaser.

**IMPORTANT**

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 4 – Noteholder Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.**

**To have your vote counted, it must be received by the broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee that sent you this Ballot (as applicable, the “Nominee”) so that your Nominee can process your vote on a Master Ballot and return the Master ballot so that it is actually received by the Solicitation Agent not later than 5:00 p.m. (prevailing Eastern Time) on December 9, 2013 (the “Voting Deadline”). IF YOU RECEIVE A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.**

**If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN****Item 1. Vote Amount.**

For purposes of voting to accept or reject the Plan, as of the later of (i) the date the Disclosure Statement Order is entered or (ii) November 5, 2013 at 5:00 p.m. (prevailing Eastern time) (the “**Voting Record Date**”), the undersigned (the “**Claimant**”) was a holder of Notes in the aggregate **principal amounts** (for avoidance of doubt, excluding accrued and unpaid interest) set forth below.

INDENTURE	CUSIP	PRINCIPAL AMOUNT
June 30 Indenture (2011)	781749AA4 (144A Notes)	\$
	U7501CAA7 (Reg S Notes)	\$
February 3 Indenture (2012)	781748AG3 (144A Notes)	\$
	U74993AC7 (Reg S Notes)	\$

DATED: \_\_\_\_\_

**IMPORTANT**

**IF THE PRINCIPAL AMOUNT OF NOTES IDENTIFIED ABOVE IS NOT CORRECT, OR THE AMOUNTS ARE NOT ASSOCIATED WITH THE CORRECT CUSIP SUCH THAT YOUR NOMINEE IS NOT ABLE TO CORRECTLY IDENTIFY THE AMOUNTS YOU HOLD BY THE TIME YOUR NOMINEE SUBMITS ITS MASTER BALLOT, YOUR VOTE MAY NOT BE COUNTED. ACCORDINGLY, IF YOUR NOTES ARE HELD BY A NOMINEE ON YOUR BEHALF AND YOU DO NOT KNOW THE AMOUNT OF NOTES HELD, PLEASE CONTACT YOUR NOMINEE IMMEDIATELY.**

**Item 2. Vote on Plan.****CHECK ONE BOX ONLY**

- ☐ **ACCEPTS (votes FOR) the Plan.**
- ☐ **REJECTS (votes AGAINST) the Plan.**

**Item 3. Opt-Out Election (for holders of Class 4 Noteholder Claims that vote to REJECT the Plan only).**

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.8 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.8 OF THE PLAN.**

- ☐ **The undersigned elects not to grant (OPTS OUT) of the releases set forth in Section 12.8 of the Plan.**

**IMPORTANT INFORMATION REGARDING THE RELEASES**

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.<sup>3</sup>

**Specifically, the releases in Section 12.8 of the Plan (the “Releases”) bind, solely in their capacity as such, (a) the Creditors’ Committee and its members (solely in their capacity as members of the Creditors’ Committee but not in their capacity as individual creditors), (b) the Administrative Agents, (c) the DIP Lenders, (d) the Secured Lenders, (e) the**

<sup>3</sup> As used herein and in the Plan, the term “Released Parties” means each of, and solely in its capacity as such, (a) the Debtors and the Released Debtor Parties, (b) the Creditors’ Committee and its members (solely in their capacity as members of the Creditors’ Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent, (i) the Notes Trustee, and (j) with respect to each of the foregoing entities in clauses (b) through (i), such entity’s current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals. With respect to category (j) in the preceding sentence, the individuals and entities released are released solely in the identified capacity with respect to the other Released Parties in categories (b) through (i).

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

*Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Plan Distributions, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all Claims, obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, the Plan Supplement and the contracts, instruments, releases, and other agreements or documents (including the Plan Documents) delivered under or in connection with the Plan), including any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence with respect to the Debtors or the Debtors' property taking place on or before the Effective Date, against any Released Party and its respective property; provided, however,*

*that in no event shall anything in this Section 12.8(b) be construed as a release of any (i) Intercompany Claim or (ii) a Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.*

**Item 4. Other Ballots.**

By returning this Ballot, Claimant certifies that Claimant has not submitted any other ballots for or on account of his/her Noteholder Claims held in other accounts or other record names, except for ballots for or on account of those Noteholder Claims identified in the following table (which you may use additional paper to supplement as necessary).

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 4 NOTEHOLDER CLAIMS ON A BENEFICIAL BALLOT OTHER THAN THIS BENEFICIAL BALLOT.

Other Ballots Cast in Respect of Class 4 Noteholder Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP or ISIN Number	Name of Broker, Bank, Dealer or Other Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Applicable Notes for Which Ballot has been Submitted

IF YOU HAVE VOTED CLASS 4 NOTEHOLDER CLAIMS ON A BENEFICIAL BALLOT OTHER THAN THIS BENEFICIAL BALLOT, PLEASE RETURN THE OTHER BENEFICIAL BALLOTS LISTED IN THE TABLE ABOVE TO YOUR NOMINEE.

**Item 5. Certification.**

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Notes identified in Item 1 entitling the holder to a Class 4 Noteholder Claim to which this Ballot pertains (or an authorized signatory for such holder or a purchaser of Notes after the Voting Record Date); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (if different from Claimant): \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENVELOPE PROVIDED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY DECEMBER 9, 2013, AT 5:00 P.M. (PREVAILING EASTERN TIME). IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.**

### VOTING INSTRUCTIONS

1. In order for your vote to count, you must:
  - (i) In the boxes provided in Item 1 of the Ballot, fill in the principal amount of Notes as to which you are the beneficial owner. These amounts will be used to calculate the aggregate amount of your Noteholder Claims for purpose of determining the aggregate amount of Noteholder Claims voting to accept or reject the Plan. **To have your vote counted, you must correctly identify the principal amount and CUSIP of the notes as to which you are the beneficial owner. If you fail to do so, your vote may not be counted.**
  - (ii) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box; and
  - (iii) Review the certification in Item 4 of the Ballot and provide the requested information, if applicable, concerning all other Noteholder Claims for which you have submitted ballots in addition to this Ballot; and
  - (iv) Review and sign the certifications in Item 5 of the Ballot. Please be sure to sign and date your Ballot. Your signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. If your Noteholder Claim is held by a partnership, your Ballot must be executed in the name of the partnership by a general partner. If your Noteholder Claim is held by a corporation, your Ballot must be executed by an officer. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. If you voted to reject the Plan, review the optional opt-out election disclosure in Item 3 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 3.
3. **To have your vote counted, you must complete, sign and return this Ballot (or the Master Ballot cast on your behalf must be returned) so that it is actually received by the Solicitation Agent not later than 5:00 p.m. (prevailing Eastern Time) on December 9, 2013. IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OR OTHER INSTRUCTIONS FROM YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT SO THAT IT IS**



ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.

4. DO NOT SUBMIT YOUR BALLOT BY FAX, EMAIL OR ELECTRONIC TRANSMISSION TO YOUR NOMINEE. A BALLOT SUBMITTED BY FACSIMILE, EMAIL OR ELECTRONIC TRANSMISSION WILL NOT BE COUNTED, UNLESS OTHERWISE APPROVED BY THE DEBTORS IN WRITING. IF YOU HAVE A NOMINEE, ALL BALLOTS MUST BE SUBMITTED TO YOUR NOMINEE, AND IN SUCH CASE, BALLOTS RECEIVED DIRECTLY BY THE DEBTORS WILL NOT BE COUNTED, unless approved by the Debtors in writing.
5. A properly completed, executed and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Plan, (b) fails to indicate either an acceptance or rejection of the Plan, or (c) otherwise does not comply with the instructions set forth in Item 2, will not be counted.
6. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 4 Noteholder Claims.**
7. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. If you hold your Noteholder Claims through more than one Nominee, you must execute a separate ballot for each block of securities; provided, however, that you must vote all of your Noteholder Claims in the same manner (i.e., to either accept or reject the Plan). Accordingly, a ballot (or multiple ballots with respect to Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
8. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last valid ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
9. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
10. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
11. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section

1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”).<sup>4</sup> The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

12. This Ballot is not a letter of transmittal and may not be used for any purposes other than to cast a vote to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. No party will accept delivery of any such certificates surrendered together with this Ballot.
13. The method of delivery of Beneficial Ballots to the Solicitation Agent or your Nominee, as applicable, is at the election and risk of each holder of a Noteholder Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent actually receives the originally executed Beneficial Ballot or Master Ballot incorporating the Beneficial Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that holders use an overnight or hand delivery service. In all cases, holders should allow sufficient time to assure timely delivery.
14. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.
15. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT YOUR NOMINEE, OR DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128.

<sup>4</sup>

The Plan may also be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in at least one class of impaired claims entitled to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(b) of the Bankruptcy Code.

**Exhibit 2C**

**Form of Master Ballot for Holders of Claims in Class 4 (Noteholder Claims)**

10.125% Senior Secured Notes due 2019  
CUSIP Nos. 781749AA4, U7501CAA7, 781748AG3 , and U74993AC7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----X  
In re : Chapter 11  
:  
Rural/Metro Corporation, et al.,<sup>1</sup> : Case No. 13-11952 (KJC)  
:  
Debtors. : (Jointly Administered)  
-----X

**MASTER BALLOT FOR CLASS 4 NOTEHOLDER CLAIMS FOR ACCEPTING OR  
REJECTING FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Rural/Metro Corporation's 10.125% Senior Notes due 2019 CUSIP Nos. 781748AG3, 781749AA4, U7501CAA7, and U74993AC7.

**THE VOTING DEADLINE BY WHICH YOUR MASTER BALLOT MUST BE RECEIVED BY THE SOLICITATION AGENT IS 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013 (THE "VOTING DEADLINE") OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.**

This master ballot (the "**Master Ballot**") is to be used by you, as a broker, bank, commercial bank, transfer agent, trust company, dealer or other agent or nominee (each of the foregoing, a "**Nominee**"), for summarizing the votes cast by beneficial holders of Class 4 Noteholder Claims to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the "**Plan**"),<sup>2</sup> filed by the above-captioned debtors and debtors in possession (the "**Debtors**"). The Plan is described in the accompanying *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the "**Disclosure Statement**"), which was approved by the Bankruptcy Court on [ ].

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

<sup>2</sup> Capitalized terms used in this Master Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

Beneficial holders of Noteholder Claims voting through a Nominee must submit individual ballots (each, a **Beneficial Ballot**) casting a vote to accept or reject the Plan to the appropriate Nominee so that the Nominee may process such votes on this Master Ballot and return this Master Ballot so that it is received by Donlin, Recano & Company, Inc. (the **Solicitation Agent**) on or before **5:00 p.m. (prevailing Eastern Time) on December 9, 2013**. Before you transmit votes cast by beneficial holders to accept or reject the Plan, please review the Disclosure Statement and the instructions contained herein carefully.

As a Nominee, you are required to deliver within five (5) business days a Solicitation Package (defined herein), including a Beneficial Ballot, to each beneficial holder for whom you hold Notes and take any action required to enable such beneficial holder to timely vote its Claim to accept or reject the Plan. You should include in each Solicitation Package a return envelope addressed to you (and not include a return envelope addressed to the Solicitation Agent). With respect to any Beneficial Ballots returned to you, you must (1) execute this Master Ballot so as to reflect the voting instructions given to you in the Beneficial Ballots by the beneficial holders for whom you hold Notes and (2) forward this Master Ballot to the Solicitation Agent in accordance with the instructions accompanying this Master Ballot.

It is important that you and the beneficial holders vote on the Plan. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you and the beneficial holders voting through you if it is accepted by the holders of at least two-thirds in amount and more than half in number of Claims actually voting in each Class of voting Claims.<sup>3</sup> The votes of the Claims actually voted in each Class will bind those who do not vote. In the event that the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if at least one impaired Class of Claims has accepted the Plan and the Bankruptcy Court finds that the Plan accords fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes of Claims rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

If you need to obtain additional solicitation materials, you may contact the Debtors' Solicitation Agent by: (a) visiting the Debtors' restructuring website at <http://www.donlinrecano.com/rmc>; (b) writing to Donlin, Recano & Company, Inc., Attn: Rural/Metro Corporation, et al., 419 Park Avenue South, Suite 1206, New York, NY 10016; and/or (c) contacting the Solicitation Agent via telephone at (212) 771-1128. You may also obtain these documents and any other pleadings filed in the Debtors' Chapter 11 cases (for a fee) via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.donlinrecano.com/rmc>.

**PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY, COMPLETE, SIGN AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE OF 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013.**

<sup>3</sup> The Plan may also be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in at least one class of impaired claims entitled to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(b) of the Bankruptcy Code.

**IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED AND TIMELY RECEIVED BY THE SOLICITATION AGENT, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.**

**Item 1. Certification of Authority to Vote.**

The undersigned certifies that the undersigned (please check all applicable boxes):

- ☐ is a Nominee for the beneficial holder(s) of the aggregate principal amount of the Noteholder Claims listed in Item 2 below, and is the registered holder (in its own name or through a position held at a securities depository) or agent of the instruments evidencing such claims;
- ☐ is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder (in its own name or through a position held at a securities depository) or agent of the aggregate principal amount of Noteholder Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is attached hereto) from a Nominee that is the registered holder (in its own name or through a position held at a securities depository) of or agent for the aggregate principal amount of Noteholder Claims listed in Item 2 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial holder(s) of the Noteholder Claims described in Item 2 below.

**Item 2. Class 4 (Noteholder Claims) Vote.**

The undersigned certifies that below is a table setting forth: (i) the beneficial holders of Noteholder Claims who timely submitted a completed Beneficial Ballot to the undersigned; (ii) the aggregate unpaid principal amount of each such holder's Noteholder Claim identified in such ballot; (iii) whether each such holder voted to accept or reject the Plan on account of its Noteholder Claim; and (iv) whether each rejecting holder elected to opt out of the releases set forth in Section 12.8 of the Plan (Item 3 on each such holder's Beneficial Ballot): **June 30 Indenture**. For CUSIP Nos. 781749AA4 (144A Notes) and U7501CAA7 (Reg S Notes), please complete the information below.

Your Customer Account Number for Each Beneficial Holder	Principal Amount of Noteholder Claims Identified in Item 1 and Voted in Item 2 of the Beneficial Ballot			Item 3 of Beneficial Ballot (Optional)
	To Accept the Plan		To Reject the Plan	Did Beneficial Holder Vote to Reject the Plan and Opt Out of Releases in Section 12.8 of Plan?
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
TOTALS:				

(please attach additional sheets if necessary)

**February 3 Indenture.** For CUSIP Nos. 781748AG3 (144A Notes) and U74993AC7 (Reg S Notes), please complete the information below.

Your Customer Account Number for Each Beneficial Holder	Principal Amount of Noteholder Claims Identified in Item 1 and Voted in Item 2 of the Beneficial Ballot			Item 3 of Beneficial Ballot (Optional)
	To Accept the Plan		To Reject the Plan	Did Beneficial Holder Vote to Reject the Plan and Opt Out of Releases in Section 12.8 of Plan?
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
	\$	OR	\$	<input type="checkbox"/>
TOTALS:				

(please attach additional sheets if necessary)

**PLEASE NOTE THAT THE AMOUNTS SET FORTH ABOVE WILL BE USED BY THE SOLICITATION AGENT TO TABULATE THE AGGREGATE AMOUNTS OF NOTEHOLDER CLAIMS VOTING TO ACCEPT OR REJECT THE PLAN. FOR ADDITIONAL INFORMATION WITH RESPECT TO THE METHODOLOGY USED TO CALCULATE THE AGGREGATE AMOUNTS OF NOTEHOLDER CLAIMS, PLEASE CONTACT THE SOLICITATION AGENT.**

Please also note: (1) each account of a beneficial holder must vote all such beneficial holder's Class 4 Noteholder Claims to accept or reject the Plan and may not split such vote; and (2) do not count any Beneficial Ballot executed by the beneficial holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan.

The undersigned certifies that the information provided above (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of Class 4 Noteholder Claims, as identified by their respective account numbers, that have delivered duly completed individual Beneficial Ballots to the undersigned which ballots cast votes to accept or reject the Plan.



**Item 3. Additional Ballots Submitted by Beneficial Holders.**

The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 4 of each individual Beneficial Ballot received from a beneficial holder of a Class 4 Noteholder Claim.

Information to be Transcribed from Item 4 of Individual Class 4 Ballots Regarding Other Ballots Cast in Respect of Noteholder Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Name or Customer Account Number for Other Account	Your CUSIP or ISIN Number	Name of Broker, Dealer, or Other Agent or Nominee for Other Account (if applicable)	Principal Amount

(please attach additional sheets if necessary)

**Item 4. Certification.**

By signing this Master Ballot, the undersigned certifies that each beneficial holder whose vote is being transmitted by this Master Ballot has been provided with a copy of the Disclosure Statement, the Plan, and all other applicable solicitation materials, and that the Beneficial Ballots received from each beneficial holder of Notes entitling the beneficial holder to a Class 4 Noteholder Claim or a copy thereof is and will remain on file with the undersigned subject to inspection for a period of one (1) year following the Voting Deadline.

**Item 5. Registered Holder.**

The undersigned certifies that it is the registered holder in its own name or through a position held at a securities depository with respect to the Notes in Item 2 above entitling the beneficial holders thereof to Noteholder Claims.

SIGNED: \_\_\_\_\_

NAME OF NOMINEE: \_\_\_\_\_

PARTICIPANT NUMBER: \_\_\_\_\_

TITLE: \_\_\_\_\_

IF AUTHORIZED BY AGENT,  
NAME AND TITLE: \_\_\_\_\_

NAME OF INSTITUTION: \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

DATED: \_\_\_\_\_

**THIS MASTER BALLOT MUST BE RECEIVED BY DONLIN, RECANO & COMPANY, INC. ON OR BEFORE 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.**

**PLEASE NOTE: MASTER BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE, EMAIL OR OTHER ELECTRONIC TRANSMISSION, UNLESS OTHERWISE APPROVED BY THE DEBTORS IN WRITING.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THIS MASTER BALLOT, BENEFICIAL BALLOTS, THE DISCLOSURE STATEMENT OR OTHER RELATED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT (212) 771-1128.**

### INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

On [    ], the Bankruptcy Court approved the Disclosure Statement relating to the Plan, and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan. The Debtors are soliciting votes of your customers or constituents who are beneficial holders of Noteholder Claims on the Plan. This Master Ballot is to identify the vote of your customers or constituents who hold Noteholder Claims under the Plan.

To have the vote of your customers count, you should deliver the Disclosure Statement, Plan and a Beneficial Ballot to each beneficial holder of a Class 4 Noteholder Claim for whom you are a Nominee, and you must **COMPLETE, SIGN AND RETURN THIS MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY DONLIN, RECANO & COMPANY, INC. ON OR BEFORE THE VOTING DEADLINE, I.E., 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013.** Master Ballots should be returned to the following address:

<p><i>If by First Class Mail:</i>  Donlin, Recano &amp; Company, Inc.  c/o Rural/Metro Corporation, et al.  P.O. Box 2034, Murray Hill Station  New York, NY 10156-0701</p>	<p><i>If by Hand Delivery or Overnight Mail:</i>  Donlin, Recano &amp; Company, Inc.  c/o Rural/Metro Corporation, et al.  419 Park Avenue South, Suite 1206  New York, NY 10016</p>
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**YOU ARE REQUIRED TO RETAIN A COPY OF THE UNDERLYING BENEFICIAL BALLOTS RECEIVED FROM THE BENEFICIAL HOLDERS FOR INSPECTION FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE VOTING DEADLINE.**

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. Neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates surrendered together with this Master Ballot.

If you are transmitting the votes of any beneficial holders of Noteholder Claims other than yourself, you should immediately, within five (5) business days, deliver a Beneficial Ballot, the Disclosure Statement and Plan (which may be provided on CD-ROM included in the materials sent to you by the Debtors), the order approving the Disclosure Statement, the Confirmation Hearing Notice, a return envelope addressed to you, and any other materials requested to be forwarded to the beneficial holders of Noteholder Claims (collectively, the “**Solicitation Package**”). Such beneficial holders must complete and execute a Beneficial Ballot by voting to accept or reject the Plan, and return the completed, executed Beneficial Ballot to you so that you have sufficient time to process such votes on this Master Ballot and return this Master Ballot so that it is actually received by the Solicitation Agent on or prior to **5:00 p.m. (prevailing Eastern Time) on December 9, 2013.**

If you are both the record holder and the beneficial holder of any principal amount of the Notes and you wish to vote any Class 4 Noteholder Claims on account thereof, then you **MUST** complete and execute an individual Beneficial Ballot and return the same to the Solicitation

Agent in accordance with these instructions and the instructions attached to such Beneficial Ballot.

**In the event of a sale after the Voting Record Date of some or all of a beneficial holder's Notes to a third-party purchaser,** such beneficial holder shall be instructed to immediately (a) notify you of such sale of Notes, the identity of the purchaser, and the amount of Notes sold to the purchaser and (b) send the Beneficial Ballot and Solicitation Package to the third-party purchaser(s) that acquired Notes with sufficient time for such purchaser(s) to review and complete the Beneficial Ballot prior to the Voting Deadline. Beneficial Ballots received by any purchaser that acquired Notes after the Voting Record Date but before the Voting Deadline shall be included on the Master Ballot for all purposes.

With respect to all Beneficial Ballots returned to you, you must properly complete the Master Ballot as follows:

- (i) Check the appropriate box(es) in Item 1 of the Master Ballot.
- (ii) Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, along with the customer account number or other identification number assigned by you to each such beneficial holder, as transmitted to you by the beneficial holders of the Noteholder Claims. **IMPORTANT: EACH HOLDER OF A NOTEHOLDER CLAIM MUST VOTE ALL OF SUCH HOLDER'S CLAIMS IN CLASS 4 EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL HOLDER'S BENEFICIAL BALLOT DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WITH RESPECT TO ITS NOTEHOLDER CLAIM(S), SUCH VOTE SHOULD NOT BE COUNTED. HOLDERS OF CLAIMS MAY NOT SPLIT THEIR VOTES WITH RESPECT TO THEIR CLAIMS. IF ANY BENEFICIAL HOLDER OF A NOTEHOLDER CLAIM HAS ATTEMPTED TO SPLIT ITS VOTE BY SUBMITTING A BENEFICIAL BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN, AND ALLOCATES PORTIONS OF ITS CLAIM IN SUCH MANNER, SUCH VOTE SHOULD NOT BE COUNTED.** Beneficial holders that submit multiple Beneficial Ballots in respect of the same Noteholder Claim shall be deemed to have voted in the manner of the last valid Beneficial Ballot received.
- (iii) Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial holder from Item 4 of each completed Class 4 Beneficial Ballot. Please also include your customer account number for each entry in Item 3 of this Master Ballot.

- (iv) Independently verify and confirm the accuracy of the information provided with respect to each beneficial holder of a Noteholder Claim identified in your Master Ballot.
- (v) Review the certifications in Items 4 and 5 of the Master Ballot.
- (vi) Sign and date the Master Ballot, and provide the additional information requested.
- (vii) If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding.
- (viii) Return the completed and executed Master Ballot to the Solicitation Agent at the address set forth above so as to be actually received by the Solicitation Agent on or before the Voting Deadline. You must retain a copy of all returned Beneficial Ballots in your files for one (1) year from the Voting Deadline.
- (ix) Votes cast by beneficial holders of Noteholder Claims through a Nominee should be applied against the positions held by such entities in the applicable security as of the later of (i) the date the Disclosure Statement Order is entered or (ii) November 5, 2013 at 5:00 p.m. (prevailing Eastern Time) (the “**Voting Record Date**”), as evidenced by the record and depository listings. Votes submitted by a Nominee, pursuant to a Master Ballot or a pre-validated Beneficial Ballot, will not be counted in excess of the record amount of such securities held by such Nominee as of the Voting Record Date.
- (x) To the extent that conflicting votes or “overvotes” are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee.
- (xi) To the extent that overvotes on a Master Ballot are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan submitted on the Master Ballots or pre-validated Beneficial Ballots that contained the overvote, but only to the extent of the Nominee’s position in the Notes as of the Voting Record Date.
- (xii) Where a beneficial holder holds its Noteholder Claims through more than one Nominee, such holder must execute a separate Beneficial Ballot for each block of securities. However, such holder must vote all of its Noteholder Claims in the same manner, to either accept or reject the Plan. Accordingly, if such holder returns more than one Beneficial Ballot to more than one Nominee voting different Noteholder Claims and the Beneficial Ballots are not voted in the same manner, as reflected on such separate Master Ballots, such votes will not be counted (which

determination will be made based on information reasonably known to the Solicitation Agent).

- (xiii) For the purposes of tabulating votes, each beneficial holder will be deemed to have voted the principal amount relating to such security, although the Solicitation Agent may adjust such principal amount to reflect the Claim amount, including prepetition interest.
- (xiv) If multiple Master Ballots are received from the same Nominee with respect to the same Beneficial Ballot belonging to a beneficial holder of a Claim prior to the Voting Deadline, the last Master Ballot timely received will supersede and revoke any earlier received Master Ballots.
- (xv) After the Voting Deadline, no vote may be withdrawn without the prior consent of the Debtors.
- (xvi) Any Beneficial Ballot returned to you shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Solicitation Agent a Master Ballot that reflects the vote of such beneficial holders by the Voting Deadline.
- (xvii) The method of delivery of Master Ballots to the Solicitation Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent actually receives the originally executed Master Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that a Nominee use an overnight or hand delivery service. In all cases, Nominees should allow sufficient time to assure timely delivery.

**PLEASE NOTE:**

All Master Ballots and Beneficial Ballots are for voting purposes only and do not constitute, and shall not be deemed, a proof of claim, an assertion of a Claim or an admission by the Debtors of the validity of a Claim.

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Ballots and other enclosed materials to the beneficial holders of the Noteholder Claims held by you as a Nominee or in a fiduciary capacity.

If you have any questions relating to this Master Ballot, please contact the Solicitation Agent at (212) 771-1128.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

**Exhibit 2D**

**Form of Ballot for Holders of Claims in Class 5 (Other Unsecured Claims)**



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

----- X  
In re: : Chapter 11  
:   
Rural/Metro Corporation, et al.,<sup>1</sup> : Case No. 13-11952 (KJC)  
:   
Debtors. : Jointly Administered  
:   
----- X

**BALLOT FOR CLASS 5 OTHER UNSECURED CLAIMS  
FOR ACCEPTING OR REJECTING THE FIRST AMENDED  
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR  
RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

**TO BE COUNTED, YOUR VOTE MUST BE ACTUALLY RECEIVED BY DONLIN,  
RECANO & COMPANY, INC. BY DECEMBER 9, 2013, AT 5:00 P.M. (PREVAILING  
EASTERN TIME).**

This ballot (the “**Ballot**”) is being submitted to you by Rural/Metro Corporation and the other above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup>

The Bankruptcy Court has approved the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (including all exhibits thereto and as may be further amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Disclosure Statement describes the Plan and provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage of Donlin, Recano & Company, Inc., the Debtors’ solicitation agent

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

<sup>2</sup> Capitalized terms used in this Ballot that are not otherwise defined herein have the meanings given to them in the Plan.

(the "**Solicitation Agent**") in these cases, at <http://www.donlinrecano.com/rmc>. A copy of the Disclosure Statement also is available: (a) at the Office of the Clerk of the Bankruptcy Court; (b) on the Bankruptcy Court's website, <http://www.deb.uscourts.gov/> (a PACER account is required); (c) upon written request to the Solicitation Agent, Donlin, Recano & Company, Inc., 419 Park Avenue South, Suite 1206, New York, NY 10016; or (d) by contacting the Solicitation Agent via telephone at (212) 771-1128.

### **IMPORTANT**

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class 5 – Other Unsecured Claims under the Plan. If you hold Claims in more than one Class under the Plan, you will receive a ballot for each Class in which you are entitled to vote.**

**If your Ballot is not actually received by the Solicitation Agent on or before December 9, 2013, at 5:00 p.m. (prevailing Eastern Time), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.**

**You may return your Ballot in the return envelope provided in your package or send it to:**

***If by First Class Mail:***

**Donlin, Recano & Company, Inc.  
c/o Rural/Metro Corporation, et al.  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701**

***If by Hand Delivery or Overnight Mail:***

**Donlin, Recano & Company, Inc.  
c/o Rural/Metro Corporation, et al.  
419 Park Avenue South, Suite 1206  
New York, NY 10016**

### **ACCEPTANCE OR REJECTION OF THE PLAN**

#### **Item 1. Vote Amount.**

For purposes of voting to accept or reject the Plan, as of the later of (i) the date the Disclosure Statement Order is entered or (ii) November 5, 2013 at 5:00 p.m. (prevailing Eastern Time) (the "**Voting Record Date**"), the undersigned (the "**Claimant**") was a holder of a Class 5 Other Unsecured Claim in the aggregate amount set forth below.

\$ \_\_\_\_\_

**IF YOU HAVE ANY QUESTIONS ABOUT THE CLAIM AMOUNT SET FORTH ABOVE, PLEASE CONTACT THE SOLICITATION AGENT IMMEDIATELY.**

**Item 2. Vote on Plan.**

**CHECK ONE BOX ONLY**

- ☐ **ACCEPTS (votes FOR) the Plan.**
- ☐ **REJECTS (votes AGAINST) the Plan.**

**Item 3. Treatment under Plan.**

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

**CHECK ONE BOX ONLY**

- ☐ **New Common Stock Option**

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

- ☐ **Other Unsecured Cash Option**

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

**Any holder of an Other Unsecured Claim, that becomes an Allowed Other Unsecured Claim, that does not make an affirmative election with respect to its treatment by checking one of the boxes above shall be deemed to have irrevocably elected the "Other Unsecured Cash Option."**

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

**Item 4. Tax Information.**

Under penalty of perjury, Claimant certifies that:

A. Claimant's correct taxpayer identification number is:

(Social Security Number) \_\_\_\_ - \_\_\_\_ - \_\_\_\_,

(or Employer Identification Number) \_\_\_\_ - \_\_\_\_; and

B. Claimant is not subject to backup withholding because (please check appropriate box):

☐ (i) Claimant is exempt from backup withholding;

☐ (ii) Claimant has not been notified by the Internal Revenue Service ("IRS") that Claimant is subject to backup withholding as a result of a failure to report all interest or dividends; or

☐ (iii) The IRS has notified Claimant that Claimant is no longer subject to backup withholding.

**Item 5. Opt-Out Election (for holders of Class 5 Other Unsecured Claims that vote to REJECT the Plan only).**

By checking the box below, the undersigned Claimant that voted to **REJECT** the Plan elects **NOT** to release the Released Parties as set forth in Section 12.8 of the Plan. **IF YOU VOTED IN ITEM 2 ABOVE TO REJECT THE PLAN AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW (OR IF YOU VOTED TO ACCEPT THE PLAN, REGARDLESS OF WHETHER YOU CHECK THE BOX BELOW), YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 12.8 OF THE PLAN.**

☐ **The undersigned elects not to grant (OPTS OUT) of the releases set forth in Section 12.8 of the Plan.**

### **IMPORTANT INFORMATION REGARDING THE RELEASES**

Following confirmation, subject to Article XII of the Plan, the Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation and discharge provisions set forth in Article XII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article XII of the Plan very carefully so that you understand how confirmation and substantial consummation of the Plan — which effectuates such provisions — will affect you and any Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Plan.<sup>3</sup>

**Specifically, the releases in Section 12.8 of the Plan (the “Releases”) bind, solely in their capacity as such, (a) the Creditors’ Committee and its members (solely in their capacity as members of the Creditors’ Committee but not in their capacity as individual creditors), (b) the Administrative Agents, (c) the DIP Lenders, (d) the Secured Lenders, (e) the Consenting Noteholders, (f) the Exit Preferred Holders, (g) Noteholders (other than the Consenting Noteholders) that abstain from voting or voted to reject the Plan and have not also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (h) the holders of impaired Claims (other than the Secured Lenders) or Interests other than those who (I) have been deemed to reject the Plan, or (II) abstain from voting or voted to reject the Plan and have also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (i) the holders of unimpaired Claims, (j) the Notes Trustee, and (k), with respect to the foregoing entities in clauses (a) through (j), such entities’ current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals. The Releases provide for, among other things, the following:**

*Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Plan Distributions, and the contracts, instruments, releases,*

<sup>3</sup> As used herein and in the Plan, the term “Released Parties” means each of, and solely in its capacity as such, (a) the Debtors and the Released Debtor Parties, (b) the Creditors’ Committee and its members (solely in their capacity as members of the Creditors’ Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent, (i) the Notes Trustee, and (j) with respect to each of the foregoing entities in clauses (b) through (i), such entity’s current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals. With respect to category (j) in the preceding sentence, the individuals and entities released are released solely in the identified capacity with respect to the other Released Parties in categories (b) through (i).

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

**Item 6. Certification.**

By signing this Ballot, the undersigned Claimant hereby certifies that: (a) on the Voting Record Date, it was the holder of the Class 5 Other Unsecured Claim to which this Ballot pertains (or an authorized signatory for such holder); (b) it has full power and authority to vote to accept or reject the Plan; and (c) it had received a copy of the Disclosure Statement (including all exhibits thereto) and other solicitation materials. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted. By signing this Ballot, the undersigned is also certifying that its vote on the Plan is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement.

Name of Claimant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (if different from Claimant): \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

**PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED IN THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW CAREFULLY. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY OR OVERNIGHT COURIER SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BY DECEMBER 9, 2013, AT 5:00 P.M. PREVAILING EASTERN TIME).**

### VOTING INSTRUCTIONS

1. In order for your vote to count, you must:
  - (i) In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Plan by checking the appropriate box; and
  - (ii) In the boxes provided in Item 3 of the Ballot, make an election with respect to your treatment by checking the appropriate box; and
  - (iii) Review and sign the certifications in Item 6 of the Ballot. Please be sure to sign and date your Ballot. Your signature is required in order for your vote to be counted. If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and if requested, provide proof of your authorization to so sign. If your Other Unsecured Claim is held by a partnership, your Ballot must be executed in the name of the partnership by a general partner. If your Other Unsecured Claim is held by a corporation, your Ballot must be executed by an officer. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
2. To facilitate distributions under the Plan (to the extent that the Plan is confirmed and consummated), please complete Item 4, which requests certain tax information that is necessary to make distributions to holders of Claims.
3. If you voted to reject the Plan, review the opt-out election disclosure in Item 5 of the Ballot, and determine whether you will check the box to opt out of the Plan's release provisions by checking the box in Item 5.
4. **To have your vote counted, you must complete, sign and return this Ballot so that it is actually received by the Solicitation Agent not later than 5:00 p.m. (prevailing Eastern Time) on December 9, 2013. AN ENVELOPE ADDRESSED TO THE SOLICITATION AGENT IS ENCLOSED FOR YOUR CONVENIENCE.**
5. Return the completed Ballot to the Solicitation Agent in the preaddressed, postage prepaid envelope enclosed with this Ballot or return it to:

*If by First Class Mail:*

Donlin, Recano & Company, Inc.  
c/o Rural/Metro Corporation, et al.  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701

*If by Hand Delivery or Overnight Mail:*

Donlin, Recano & Company, Inc.  
c/o Rural/Metro Corporation, et al.  
419 Park Avenue South, Suite 1206  
New York, NY 10016



6. DO NOT SUBMIT YOUR BALLOT BY FAX, EMAIL OR ELECTRONIC TRANSMISSION. A ballot submitted by facsimile, email or electronic transmission will not be counted, unless approved by the Debtors in writing.
7. A properly completed, executed and timely-returned Ballot that either (a) indicates both acceptance and rejection of the Plan or (b) fails to indicate either an acceptance or rejection of the Plan will not be counted.
8. If you hold Claims in more than one voting Class under the Plan, you should receive a ballot for each such category of Claims, coded by Class number and description, and a set of solicitation materials with respect to each such Claim. **Each ballot you receive is for voting only your Claim described in that ballot. Please complete and return each ballot you receive. The attached Ballot is designated only for voting Class 5 Other Unsecured Claims.**
9. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
10. If you cast more than one ballot voting the same Claim prior to the Voting Deadline, the last properly executed ballot timely received by the Solicitation Agent shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received ballot. If you simultaneously cast inconsistent duplicate ballots with respect to the same Claim, such ballots shall not be counted.
11. Any ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.
12. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.
13. If a claimant indicates a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the procedures set forth herein, such Claim shall be temporarily allowed for voting purposes in the lesser of the two said amounts.
14. To the extent possible, the Debtors shall mail each voting claimant a single Ballot on behalf of all Claims held by such claimant in a particular class of Claims.
15. If a party that is entitled to vote has more than one Claim within the same Class upon different transactions, such party shall be entitled to vote for numerosity purposes in the aggregated dollar amount of all of said Claims.

16. It is important that you vote. The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”).<sup>4</sup> The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
17. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT, INCLUDING, WITHOUT LIMITATION, THE DISCLOSURE STATEMENT.
18. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY TELEPHONE AT (212) 771-1128.

<sup>4</sup>

The Plan may also be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and one-half in number of the Claims in at least one class of impaired claims entitled to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(b) of the Bankruptcy Code.

**Exhibit 3**

**Notice of Non-Voting Status – Unimpaired Classes**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	x
In re:	: Chapter 11
	:
Rural/Metro Corporation, <u>et al.</u> , <sup>1</sup>	: Case No. 13-11952 (KJC)
	:
Debtors.	: Jointly Administered
	:
-----	x

**NOTICE OF NON-VOTING STATUS – UNIMPAIRED CLASSES**

PLEASE TAKE NOTICE THAT on [\_\_\_\_\_, 2013], the United States Bankruptcy Court for the District of Delaware approved the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the “**Disclosure Statement**”) [Docket No. [\_\_\_\_\_] ], filed by the Debtors for use in soliciting acceptances or rejections of the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the “**Plan**”) [Docket No. [\_\_\_\_\_] ], from the holders of impaired claims who are (or may be) entitled to receive distributions under the Plan.

**UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST ONE OR MORE OF THE DEBTORS IS/ARE UNIMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE, YOU ARE CONCLUSIVELY (I) PRESUMED TO HAVE ACCEPTED THE PLAN, AND (II) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR WANT TO REQUEST A COPY OF THE PLAN AND DISCLOSURE STATEMENT, PLEASE CONTACT THE DEBTORS’ BALLOTING AGENT, DONLIN, RECANO & COMPANY, INC., BY FIRST CLASS MAIL AT DONLIN, RECANO & COMPANY, INC., RE: RURAL/METRO CORPORATION, ET AL., P.O. BOX 899, MADISON SQUARE STATION, NEW YORK, NY 10010 OR VIA OVERNIGHT COURIER AT DONLIN, RECANO & COMPANY, INC., RE: RURAL/METRO CORPORATION, ET AL., 419 PARK AVENUE, SUITE 1206, NEW YORK, NY 10016 OR BY TELEPHONE AT (212) 771-1128.**

PLEASE TAKE FURTHER NOTICE THAT, on [\_\_\_\_\_, 2013 at [\_\_\_\_\_] (ET), or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Kevin J. Carey, United States Bankruptcy Judge, at the Bankruptcy Court, 824 Market Street, 6th Floor, Courtroom 5, Wilmington, Delaware 19801

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

to consider confirmation of the Plan. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law without further notice, prior to or as a result of the Confirmation Hearing.

Dated: [\_\_\_\_\_, 2013]  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP  
Edmon L. Morton (No. 3856)  
Maris J. Kandestin (No. 5294)  
Rodney Square  
1000 North King Street  
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(302) 571-6600  
(302) 571-1253 (Fax)  
[emorton@ycst.com](mailto:emorton@ycst.com)  
[mkandestin@ycst.com](mailto:mkandestin@ycst.com)

-and-

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*Co-Counsel to the Debtors and  
Debtors in Possession*

**Exhibit 4**

**Notice of Non-Voting Status – Impaired Classes**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	X
In re:	: Chapter 11
	:
Rural/Metro Corporation, <u>et al.</u> , <sup>1</sup>	: Case No. 13-11952 (KJC)
	:
Debtors.	: Jointly Administered
	:
-----	X

**NOTICE OF NON-VOTING STATUS – IMPAIRED CLASSES**

PLEASE TAKE NOTICE THAT on [\_\_\_\_\_, 2013], the United States Bankruptcy Court for the District of Delaware approved the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the “**Disclosure Statement**”) [Docket No. [\_\_\_\_\_] ], filed by the Debtors for use in soliciting acceptances or rejections of the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the “**Plan**”) [Docket No. [\_\_\_\_\_] ], from the holders of impaired Claims who are (or may be) entitled to receive distributions under the Plan.

**UNDER THE TERMS OF THE PLAN, YOU ARE NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY ON ACCOUNT OF YOUR CLAIM(S) AGAINST, OR INTEREST(S) IN, ANY OR ALL OF THE DEBTORS. THEREFORE, PURSUANT TO SECTION 1126(g) OF THE BANKRUPTCY CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN, AND (II) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR WANT TO REQUEST A COPY OF THE PLAN AND DISCLOSURE STATEMENT, PLEASE CONTACT THE DEBTORS’ BALLOTING AGENT, DONLIN, RECANO & COMPANY, INC., BY FIRST CLASS MAIL AT DONLIN, RECANO & COMPANY, INC., RE: RURAL/METRO CORPORATION, ET AL., P.O. BOX 899, MADISON SQUARE STATION, NEW YORK, NY 10010 OR VIA OVERNIGHT COURIER AT DONLIN, RECANO & COMPANY, INC., RE: RURAL/METRO CORPORATION, ET AL., 419 PARK AVENUE, SUITE 1206, NEW YORK, NY 10016 OR BY TELEPHONE AT (212) 771-1128.**

PLEASE TAKE FURTHER NOTICE THAT, on [\_\_\_\_\_, 2013 at [\_\_\_\_\_] (ET), or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Kevin J. Carey, United States Bankruptcy Judge, at

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

the Bankruptcy Court, 824 Market Street, 6th Floor, Courtroom 5, Wilmington, Delaware 19801 to consider confirmation of the Plan. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law without further notice, prior to or as a result of the Confirmation Hearing.

Dated: [\_\_\_\_\_, 2013]  
Wilmington, Delaware

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-and-

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[dforman@willkie.com](mailto:dforman@willkie.com)  
*Co-Counsel to the Debtors and  
Debtors in Possession*



**Exhibit 5**

**Publication Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	X	
In re:	:	Chapter 11
	:	
Rural/Metro Corporation, <u>et al.</u> , <sup>1</sup>	:	Case No. 13-11952 (KJC)
	:	
Debtors.	:	Jointly Administered
	:	
	:	Hearing Date: [_____, 2013] at ____:____.m. (ET)]
	:	Objection Deadline: [_____, 2013 at 4:00 p.m. (ET)]
-----	X	

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,  
(II) ESTABLISHMENT OF RECORD DATES, (III) HEARING ON CONFIRMATION  
OF THE PLAN AND PROCEDURES FOR OBJECTING TO CONFIRMATION OF THE  
PLAN, AND (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

**Approval of Disclosure Statement.** By order dated [\_\_\_\_\_, 2013] (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) approved the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the “**Disclosure Statement**”), filed by the Debtors, and authorized the Debtors to solicit votes with respect to the approval or rejection of the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, including all exhibits and supplements thereto, the “**Plan**”),<sup>2</sup> attached as Exhibit 1 to the Disclosure Statement. Pursuant to the Disclosure Statement Order, the Debtors will mail to holders of Claims in Class 2 (Secured Lender Claims), Class 4 (Noteholder Claims) and Class 5 (Other Unsecured Claims) (collectively, the “**Voting Classes**”) materials needed for voting on the Plan (the “**Solicitation Package**”).

**Confirmation Hearing.** On [\_\_\_\_\_, 2013 at [\_\_\_\_\_] (ET), or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the

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

<sup>2</sup> All capitalized terms used but not otherwise defined shall have the meanings ascribed to such terms in the Plan.

Honorable Kevin J. Carey, United States Bankruptcy Judge, at the Bankruptcy Court, 824 Market Street, 6<sup>th</sup> Floor, Courtroom 5, Wilmington, Delaware 19801 to consider confirmation of the Plan. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law without further notice, prior to or as a result of the Confirmation Hearing.

***Entitlement to Vote on the Plan.*** In accordance with the terms of the Plan and the Bankruptcy Code, holders of claims against the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) that are impaired by the Plan are entitled to vote on the Plan; however, holders of interests that will receive no distribution under the Plan are deemed to have rejected the Plan and will not be entitled to vote on the Plan.

***Voting Deadline.*** All votes to accept or reject the Plan must be actually received by the Debtors’ voting and solicitation agent (the “**Solicitation Agent**”), Donlin, Recano & Company, Inc. (“**DRC**”), as noted on the applicable Ballot, by no later than 5:00 p.m. (prevailing Eastern Time) on December 9, 2013, unless such time is extended (the “**Voting Deadline**”). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

***Parties in Interest Not Entitled to Vote.*** The following Classes of creditors and equity interest holders are not entitled to vote on the Plan: Class 1 (Priority Non-Tax Claims), Class 3 (Other Secured Claims), Class 6 (Existing Securities Law Claims) and Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof). If (i) your claim or interest is classified in one of these classes and you disagree with the Debtors’ classification of your claim or interest, or (ii) your claim is classified in one of the voting classes and you have timely filed a proof of claim, but the Debtors have objected to, or requested an estimation of your claim, and believe you should be entitled to vote on the Plan, you must serve the Debtors and the Notice Parties listed below and file with the Bankruptcy Court (with a copy to Chambers) a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing your claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before the tenth (10th) day after the later of (i) the date of the notice of hearing and objection procedures with respect to confirmation of the Plan and (ii) service of notice of an objection or request for estimation, if applicable, as to such claim. In accordance with Bankruptcy Rule 3018(a), as to any to any creditor filing a Rule 3018(a) Motion, such creditor’s Ballot will not be counted except as may be otherwise ordered by the Bankruptcy Court prior to [\_\_\_\_\_, 2013]. Creditors may contact the Debtors’ Balloting Agent, via first class mail at Donlin, Recano & Company, Inc., c/o Rural/Metro Corporation, et al., P.O. Box 899, Madison Square Station, New York, NY 10010 or via overnight courier or hand delivery at Donlin, Recano & Company, Inc., c/o Rural/Metro Corporation, et al., 419 Park Avenue South, Suite 1206, New York, NY 10016, (ii) by telephone at (212) 771-1128 to receive an appropriate ballot for any claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion

has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth herein shall not be considered.

***Deadline for Objections to Confirmation of the Plan.*** Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the clerk of the Bankruptcy Court together with proof of service, and shall: (a) state the name, address, and nature of the claim or interest of the objecting or responding party; (b) state with particularity the basis and nature of any objection or response; and (c) be served in accordance with the Disclosure Statement Order, so as to be ***actually received*** on or before **4:00 p.m. (prevailing Eastern Time)** on [\_\_\_\_], 2013 upon (a) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (b) co-counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq., and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon Morton, Esq. and Maris Kandestin, Esq.; (c) counsel to the Committee, Brown Rudnick LLP, One Financial Center, Boston, MA 02111, Attn: Steven D. Pohl, Esq. and Thomas A. Montgomery, Esq. and Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq.; (d) counsel to certain senior unsecured noteholders, Latham & Watkins, 233 S. Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: Josef A. Athanas and 355 South Grand Ave., Los Angeles, CA 90071-1560, Attn: Ted A. Dillman, Esq.; (e) counsel to Wilmington Trust, N.A., as successor trustee, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman, Esq.; and (f) counsel to the prepetition and postpetition administrative agent, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: David M. Feldman, Esq. and Matthew Kelsey, Esq., and Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, DE 19899-1709, Attn: David B. Stratton, Esq. (collectively, the "Notice Parties"). Any objections not filed and served as set forth above will be deemed waived.

***Parties Who Will Not Be Treated as Creditors.*** Any holder of a Claim that (i) is scheduled in the Debtors' schedules of assets and liabilities, statement of financial affairs, and schedules of executory contracts and unexpired leases at \$0.00 and is not the subject of a timely filed proof of claim or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court, or otherwise deemed timely filed under applicable law, or (ii) is not scheduled and is not the subject of a timely filed proof of claim or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court, or otherwise deemed timely filed under applicable law, shall not be treated as a creditor with respect to such claim for purposes of (a) receiving notices regarding the Plan, and (b) voting on the Plan. For the avoidance of doubt, any holder of a claim that is excepted from the requirement of filing a proof of claim pursuant to any order of the Bankruptcy Court shall be treated as a creditor in the amount set forth in the Plan or any such order for the purposes of voting on the Plan.

***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors' Solicitation Agent, DRC, by telephone at (212) 771-1128, or may view such documents

by accessing either <http://www.donlinrecano.com/rmc> or the Bankruptcy Court's website, [www.deb.uscourts.gov](http://www.deb.uscourts.gov). Please note that a PACER (<http://www.pacer.psc.uscourts.gov>) password and login are needed to access documents on the Bankruptcy Court's website.

Dated: [\_\_\_\_\_, 2013]

Wilmington, Delaware

YOUNG CONAWAY STARGATT &  
TAYLOR, LLP

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*Co-Counsel to the Debtors and Debtors in Possession*

**Exhibit 6**

**Cure Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	X
In re:	: Chapter 11
	:
Rural/Metro Corporation, <u>et al.</u> , <sup>1</sup>	: Case No. 13-11952 (KJC)
	:
Debtors.	: Jointly Administered
	:
-----	X

**NOTICE OF (I) POSSIBLE ASSUMPTION OF  
CONTRACTS AND LEASES, (II) FIXING OF CURE  
AMOUNTS, AND (III) DEADLINE TO OBJECTION THERETO**

PLEASE TAKE NOTICE that on October 31, 2013, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors* (as may be amended, modified and/or supplemented from time to time, the “**Plan**”).<sup>2</sup>

PLEASE TAKE FURTHER NOTICE that annexed hereto as Exhibit A is the Schedule of Assumed Contracts and Leases and Cure Schedule contemplated by Sections 10.1 and 10.3(b) of the Plan, respectively (collectively, and as may be amended, modified and/or supplemented, the “**Assumption and Cure Schedule**”).

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Plan, the Debtors intend to seek to assume the unexpired leases and executory contracts identified on the Assumption and Cure Schedule (each, an “**Assumed Contract or Lease**”) pursuant to section 365 of the Bankruptcy Code as of, and subject to the occurrence of, the

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

<sup>2</sup> Capitalized terms used but not defined herein have the meanings assigned them in the Plan.

Effective Date of the Plan. The Assumption and Cure Schedule sets forth, among other information, the proposed Cure Amount for each Assumed Contract or Lease.

PLEASE TAKE FURTHER NOTICE that counterparties to one or more Assumed Contracts or Leases separately will be served with an individualized notice setting forth the applicable Assumed Contract(s) or Lease(s), the proposed Cure Amount(s) for such Assumed Contract(s) or Lease(s) and the Objection Deadline (as defined below).

PLEASE TAKE FURTHER NOTICE that any counterparty to an Assumed Contract or Lease objecting to (i) the applicable Cure Amount, (ii) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Assumed Contract or Lease, or (iii) any other matter pertaining to the assumption of an Assumed Contract or Lease (including the proposed assumption of the agreement or lease), must file with the Bankruptcy Court and serve an objection (an "**Objection**"), in writing, setting forth with specificity any and all cure obligations that the objecting counterparty asserts must be cured or satisfied in respect of the Assumed Contract or Lease, including the Cure Amount that the objecting party believes should be paid in connection with the assumption of the Assumed Contract or Lease, and/or any and all objections to the potential assumption of such agreement, together with all documentation supporting such Objection, upon:

- i) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon Morton, Esq. and Maris Kandestin, Esq.;



- ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.;
- iii) counsel to the Creditors' Committee, Brown Rudnick LLP, One Financial Center, Boston, MA 02111, Attn: Steven D. Pohl, Esq. and Thomas A. Montgomery, Esq. and Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq.;
- iv) counsel to certain senior unsecured noteholders, Latham & Watkins, 233 S. Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: Josef A. Athanas and 355 South Grand Ave., Los Angeles, CA 90071-1560, Attn: Ted A. Dillman, Esq.; and
- v) counsel to the prepetition and postpetition administrative agent, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, David M. Feldman, Esq. and Matthew Kelsey, Esq., and Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, DE 19899-1709, Attn: David B. Stratton, Esq.

so as to be received no later than **5:00 p.m. (prevailing Eastern Time) on December 9, 2013** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to add or remove any executory contracts and unexpired leases from the Assumption and Cure Schedule. In such event, the Debtors shall promptly send a notice to the applicable counterparty to such executory contract and unexpired lease of such decision.

PLEASE TAKE FURTHER NOTICE that any party that fails to file an objection by the Objection Deadline shall be forever barred, estopped and enjoined from contesting the assumption of the applicable agreement or lease, disputing the Cure Amount set forth on the Cure Schedule (including a Cure Amount of \$0.00) and/or from asserting any Claim against the applicable Debtor or Reorganized Debtor under section 365(b)(1) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the Debtors' decision to assume the Assumed Contracts and Leases is subject to the Bankruptcy Court's approval and confirmation of the Plan. Absent confirmation of the Plan, each Assumed Contract or Lease shall not be deemed assumed and shall in all respects be subject to further administration under the Bankruptcy Code. The designation of any agreement as an Assumed Contract or Lease shall not constitute or be deemed to be a determination or admission by the Debtors that such agreement is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby reserve all rights to amend, revise or supplement any documents relating to the Plan and/or to be executed, delivered, assumed and/or performed in connection with the consummation of the Plan on the Effective Date, including the Assumption and Cure Schedule.

PLEASE TAKE FURTHER NOTICE that on [\_\_\_\_], 2013 at [\_\_\_\_] (ET), or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Judge, at the Bankruptcy Court, 824 Market Street, 6th Floor, Courtroom 5, Wilmington, Delaware 19801 to consider confirmation of the Plan. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law without further notice, prior to or as a result of the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE that objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the clerk of the Bankruptcy Court together with proof of service, and shall: (a) state the name, address, and nature of the claim or interest of the objecting or responding party; (b) state with particularity the basis and nature of any objection or response; and (c) be served in accordance with the Disclosure Statement Order, so as to be actually received on or before **4:00 p.m. (prevailing Eastern Time) on [\_\_\_\_\_], 2013** upon (a) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (b) co-counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq., and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon Morton, Esq. and Maris Kandestin, Esq.; (c) counsel to the Committee, Brown Rudnick LLP, One Financial Center, Boston, MA 02111, Attn: Steven D. Pohl, Esq. and Thomas A. Montgomery, Esq. and Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq.; (d) counsel to certain senior unsecured noteholders, Latham & Watkins, 233 S. Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: Josef A. Athanas and 355 South Grand Ave., Los Angeles, CA 90071-1560, Attn: Ted A. Dillman, Esq.; (e) counsel to Wilmington Trust, N.A., as successor trustee, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman, Esq.; and (f) counsel to the prepetition and postpetition administrative agent, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Matthew Kelsey, Esq. Any objections not filed and served as set forth above will be deemed waived.

Dated: [\_\_\_\_\_, 2013]  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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-and-

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*Co-Counsel to the Debtors and  
Debtors in Possession*

**Exhibit 7A**

**Beneficial Subscription Form and Instructions**

**RURAL/METRO CORPORATION**

**BENEFICIAL SUBSCRIPTION FORM FOR  
RIGHTS OFFERING IN CONNECTION WITH THE  
FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

For use by beneficial holders of Rural/Metro Corporation's 10.125% Senior Notes due 2019 CUSIP Nos. 781748AG3, 781749AA4, U7501CAA7, and U74993AC7 (the "Notes").

**YOUR BENEFICIAL SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 or W-8, AS APPLICABLE), SUBSCRIPTION AGREEMENT AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE BROKER, BANK, COMMERCIAL BANK, TRANSFER AGENT, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (AS APPLICABLE, THE "NOMINEE") IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER INSTRUCTIONS AND PAYMENT TO THE SUBSCRIPTION AGENT, BY 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013, (THE "SUBSCRIPTION DEADLINE") OR THE SUBSCRIPTIONS REPRESENTED BY YOUR BENEFICIAL SUBSCRIPTION FORM AND SUBSCRIPTION AGREEMENT WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED.**

**Each share of Rights Offering Stock is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon the exemption provided in section 1145 of the Bankruptcy Code and/or section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), as applicable.**

**None of the Subscription Rights (as defined in the Plan) distributed in connection with these Rights Offering procedures have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no Subscription Rights may be sold or independently transferred.**

**None of the shares of Rights Offering Stock have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.**

**The Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.**

Terms used and not defined herein shall have the meanings assigned to them in the Plan (as defined below).

To Eligible Subscribers:

On October 31, 2013, Rural/Metro Corporation, a Delaware corporation ("Rural/Metro"), and its affiliated debtors (collectively, the "Debtors") filed the First Amended Plan of Reorganization under chapter 11 of title 11 of the Bankruptcy Code (as may be amended from time to time, the "Plan") and the Disclosure Statement with respect to the Plan (as may be

amended from time to time, the "Disclosure Statement"). Pursuant to the Plan, each holder of a Noteholder Claim as of the Rights Offering Record Date (each an "Eligible Subscriber"), has the right to participate in the \$135,000,000 rights offering (the "Rights Offering") of shares of 15% redeemable preferred stock of WP Rocket Holdings Inc. ("Holdings" or on and after the Effective Date, "Reorganized RMC"), with a liquidation preference of \$1.00 per share (the "New Preferred Stock") and shares of the common stock of Holdings (which shall comprise 70% of the fully diluted common stock of Holdings), par value \$0.01 (the "New Common Stock," and together with the New Preferred Stock, the "Rights Offering Stock").

Pursuant to the Plan, each Eligible Subscriber will receive Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Stock for an aggregate purchase price equal to the applicable Subscription Payment Amount. Each Eligible Subscriber who timely and properly executes and delivers this Subscription Form and causes its applicable Nominee to tender its Subscription Payment Amount, all in accordance with the instructions below, shall be referred to herein as a "Rights Offering Purchaser." The Subscription Rights are *not transferable or detachable*, except for (a) transfers by an Eligible Subscriber to one or more of its affiliates or another Eligible Subscriber, or (b) with the consent of the Required Backstop Parties and the Debtors, to a third party; *provided*, that for clauses (a) and (b): (i) the Subscription Rights are issued in connection with each holder's Noteholder Claims as of the Rights Offering Record Date; (ii) no transfer, assignment or other disposition of the Subscription Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Notes; and (iii) upon any valid exercise of Subscription Rights and payment of the applicable Subscription Payment Amount by any Rights Offering Purchaser, such Rights Offering Purchaser shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes on or prior to the Effective Date or the right to receive Rights Offering Stock prior to the distribution of such Rights Offering Stock to the applicable Rights Offering Purchaser.

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

See Article VII of the Plan and Section 6.8 of the Disclosure Statement for a complete description of the Rights Offering and transfer restrictions.

**In order to participate in the Rights Offering, you must complete ALL of the steps outlined below.** If all of the steps outlined below are not completed by the Subscription Deadline, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering. Pursuant to the Commitment Agreement, dated as of October 31, 2013, by and among the Debtors and the investors listed on Schedule 1 thereto (the "Backstop Investors"), the Backstop Investors have agreed to purchase any and all Rights Offering Stock offered in the Rights Offering that is not subscribed for prior to the expiration of the Subscription Deadline.

**SUBSCRIPTION INSTRUCTIONS:**

To subscribe for Rights Offering Stock pursuant to the Rights Offering, you **MUST** take all of the following steps (ALL steps must be completed in sufficient time to allow your Nominee to deliver your instructions and payment to the Subscription Agent by the Subscription Deadline):

1. **Complete** Item 1, Item 2 and Item 3 of this Subscription Form, indicating the amount of your Pro Rata Share of the Rights Offering Stock for which you wish to subscribe in connection with your exercise of your rights to participate in the Rights Offering. *You may purchase all or less than all of your Pro Rata Share.* (Item 3 Option A or Option B)
2. **Read and Complete** the certification in Item 5 of this Subscription Form. (Be sure to include the name, email address, and telephone number for the person to receive the Notice to Provide Payment in Item 5).

**Read and Complete** the attached IRS Form W-9, if you are a U.S. holder. If you are a non-U.S. holder, to qualify as exempt from backup withholding, submit an appropriate Form W-8, signed under penalties of perjury attesting to such exempt status. These forms may be obtained from the IRS at its website: [www.irs.gov](http://www.irs.gov).

3. **Read and Complete** the attached Subscription Agreement.
4. **Return** this Subscription Form with accompanying IRS Form W-9 or W-8, as applicable and the Subscription Agreement to your Nominee.
5. **Direct Your Nominee to Pay the Subscription Payment Amount** to the Subscription Agent by wire transfer of immediately available funds in accordance with Item 4, below, so that it is actually received by the Subscription Agent on or before the Subscription Deadline. Please see additional information regarding payment procedures in Item 4, below.

**EXPIRATION DATE:**

Subscription Forms (with accompanying IRS Form W-9 or W-8, as applicable) and Subscription Agreements must be received by your Nominee in sufficient time to allow your Nominee to deliver your instructions, forms and payment to the Subscription Agent no later than December 9, 2013 at 5:00 p.m., prevailing Eastern time (the "**Subscription Deadline**"). Please return your Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable) and Subscription Agreement to your Nominee in sufficient time to allow your Nominee to deliver your instructions and forms to the Subscription Agent on or prior to the Subscription Deadline.



**QUESTIONS:**

If you have any questions regarding the Subscription Form or the subscription or payment procedures described herein, please contact the Subscription Agent at:

Donlin, Recano & Company, Inc.  
Attn: Rural/Metro Subscription Agent  
419 Park Ave South, Suite 1206  
New York, NY 10016  
(212) 771-1128  
E-mail: [RMCRightsOffering@donlinrecano.com](mailto:RMCRightsOffering@donlinrecano.com)

**You must duly complete, execute and return your Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable) in accordance with the instructions herein directly to your Nominee in sufficient time to allow your Nominee to process your instructions and deliver to the Subscription Agent your completed Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable), Subscription Agreement and Subscription Payment Amount on or before the Subscription Deadline.**

**The Subscription Agent must receive your Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable), Subscription Agreement and Subscription Payment Amount**

**by December 9, 2013 at 5:00 p.m., prevailing Eastern time, or the exercise will be void and your Subscription Rights will terminate and be cancelled.**

**Please consult the Plan [Docket No. [ ]], as amended, and accompanying Disclosure Statement [Docket No. [ ]], as amended, for additional information about the Rights Offering (available free of charge at <http://www.donlinrecano.com/rmc>).**

**Subscription Rights.** Pursuant to the Plan, each Eligible Subscriber (or subsequent holder of a Noteholder Claim that was transferred in accordance with Section 7.2(d) of the Plan, such holder an “Eligible Transferee”) is entitled to participate in the Rights Offering for up to such holder’s Pro Rata Share of the Rights Offering Stock (the total aggregate principal amount of Rights Offering Stock being equal to 135,000,000 shares of Holdings’ New Preferred Stock and 135,000,000 shares of Holdings’ New Common Stock for an aggregate purchase price of \$135,000,000). To subscribe, fill out Items 1, 2 and 3 below, read Item 4 below, read and complete Item 5 below, and read and complete the attached Subscription Agreement. *All other steps (as outlined above) must also be completed by the Subscription Deadline, including payment of the Subscription Payment Amount identified in Item 3.*

**Item 1. Total Noteholder Claim.** I certify that I am an Eligible Subscriber (or an Eligible Transferee) or the authorized signatory of an Eligible Subscriber (or an Eligible Transferee) and that I held Noteholder Claims in the following amount as of the Rights Offering Record Date of November 5, 2013 (or as of the date hereof if I am an Eligible Transferee).

1.A. Amount of Notes CUSIP 781749AA4/U7501CAA7

Principal Amount of Notes CUSIP 781749AA4/U7501CAA7:		Amount of Noteholder Claim CUSIP 781749AA4/U7501CAA7:
_____	X 1.05623928 <sup>1</sup> =	_____

1.B. Amount of Notes CUSIP 781748AG3/U74993AC7

Principal Amount of Notes CUSIP 781748AG3/U74993AC7:		Amount of Noteholder Claim CUSIP 781748AG3/U74993AC7:
_____	X 0.93491240 <sup>2</sup> =	_____

<sup>1</sup> The multiplier for Amount of Noteholder Claim for CUSIP 781749AA4/U7501CAA7 is calculated as the face value of the notes (\$200,000,000) plus accrued interest (\$11,247,855), in total divided by the face value of the notes (\$200,000,000).

<sup>2</sup> The multiplier for Amount of Noteholder Claim for CUSIP 781748AG3/U74993AC7 is calculated as the face value of the notes excluding the original issue discount (\$94,896,697) plus accrued interest (\$6,073,842), in total divided by the face value of the notes (\$108,000,000).

1.C. Total Noteholder Claim

Amount of Noteholder Claim from Item 1.A.:	Amount of Noteholder Claim from Item 1.B.:	"Total Noteholder Claim":
_____	+ _____ =	_____

**Item 2. Calculation of Pro Rata Share.** To calculate your total Pro Rata Share indicating the number of shares of New Preferred Stock you are entitled to purchase in the Rights Offering, complete the following equation by multiplying your Total Noteholder Claim by the factor included below. The amount of New Common Stock you will receive in the Rights Offering based on your purchase of New Preferred Stock is calculated in Item 3.C below.

Total Noteholder Claim (from Item 1.C.):		"Pro Rata Share" of New Preferred Stock:
_____	X 0.43238964 <sup>3</sup> =	_____

The maximum amount of New Preferred Stock derived from the calculation above shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Preferred Stock shall be distributed.

**Item 3. Subscription Amount and Individual Subscription Total.**

Each Eligible Subscriber (or Eligible Transferee) must elect either Option A to subscribe for its entire Pro Rata Share of New Preferred Stock or Option B to subscribe for less than its Pro Rata Share of New Preferred Stock.

<input type="checkbox"/> Option A: Entire Pro Rata Share (Complete Item 3.A below)	or	<input type="checkbox"/> Option B: Less than Pro Rata Share (Complete Item 3.B below)
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<sup>3</sup> The pro rata percentage of note holdings is calculated as the individual's Noteholder Claim times 1/312,218,394 (211,247,855 + 100,970,539 (Plan Section 5.4)), and that percentage is then multiplied by 135,000,000 (total New Preferred Stock amount). 135,000,000/312,218,394 = .43238964.

**3.A. Option A: Entire Pro Rata Share**

By checking Option A above and filling in the following blanks, you irrevocably agree to purchase the shares of New Preferred Stock in an amount equal to your Pro Rata Share of the New Preferred Stock determined in Item 2 above, at a purchase price of \$1.00 per share of New Preferred Stock for an aggregate "Subscription Payment Amount" as set forth below, on the terms and subject to the conditions set forth in the Plan and as otherwise set forth herein.

<b>Pro Rata Share of the New Preferred Stock (from Item 2)</b>	<b>Multiplied by the purchase price per share</b>	<b>Total "Subscription Payment Amount"</b>
_____	X      \$1.00      =	\$ _____

**3.B. Option B: Less Than Pro Rata Share**

By checking Option B above and filling in the following blanks, you irrevocably agree to purchase the shares of New Preferred Stock in the amount set forth below (an amount less than your Pro Rata Share of the New Preferred Stock determined in Item 2 above), at a purchase price of \$1.00 per share of New Preferred Stock for an aggregate "Subscription Payment Amount" as set forth below, on the terms and subject to the conditions set forth in the Plan and as otherwise set forth herein.

<b>Amount of the New Preferred Stock You Wish to Subscribe For (which is less than your Pro Rata Share from Item 2)</b>	<b>Multiplied by the purchase price per share</b>	<b>Total "Subscription Payment Amount"</b>
_____	X      \$1.00      =	\$ _____

**Item 3.C. New Common Stock to be Received.**

Each Rights Offering Purchaser is entitled to the issuance of New Common Stock in relation to its purchase of New Preferred Stock as set forth in Item 3.A or 3.B above. The amount of New Common Stock issued is the Rights Offering Purchaser's Pro Rata Common Stock Share. As used in this Subscription Form, "Pro Rata Common Stock Share" means with respect to a share of New Preferred Stock, that number of shares of New Common Stock calculated by multiplying (i) the total number of shares of New Common Stock issued in the Rights Offering by (ii) a fraction, the numerator of which is one share of New Preferred Stock, and the denominator of which is the total number of shares of New Preferred Stock issued in the Rights Offering.

To calculate your total Pro Rata Common Stock Share indicating the number of shares of New Common Stock you are entitled to receive in the Rights Offering, complete the following equation by multiplying the amount of New Preferred Stock you have subscribed for (either your Pro Rata Share as set forth in Item 3.A. or less than your Pro Rata Share as set forth in Item 3.B.) by the factor included below:

Amount of New Preferred Stock Subscribed For (from Item 3.A or 3.B):		Pro Rata Common Stock Share:
_____	X            1            =	_____

**Rounding:**

The maximum amount of New Common Stock derived from the calculation above shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Common Stock shall be distributed. No consideration will be provided in lieu of fractional shares of New Common Stock that are rounded down.

**Item 4. Procedure for Payment for Subscription.**

You must direct your Nominee to send the Subscription Payment Amount indicated in Item 3.A. or 3.B. above by wire transfer in immediately available funds on your behalf so that it is actually received by the Subscription Agent on or before the Subscription Deadline (December 9, 2013 at 5:00 p.m., prevailing Eastern time).

If, prior to the Subscription Deadline, all of the steps outlined in this Subscription Form are not completed and submitted to your Nominee and your Nominee does not submit the necessary forms and payments to the Subscription Agent, you will be deemed to have forever relinquished and waived your right to participate in the Rights Offering (other than in the case of certain Backstop Investors as set forth in the Commitment Agreement).

The Debtors may give notice of a defect or irregularity to any Nominee and/or Rights Offering Purchaser in connection with any purported subscription by such Rights Offering Purchaser and may permit such defect or irregularity to be cured within such time as it may determine in good faith to be appropriate; provided, however, that neither the Debtors nor the Subscription Agent shall incur any liability for failure to give notification and opportunity to cure.

**Item 5. Subscription Certifications.** I certify that (i) I am an Eligible Subscriber (or an Eligible Transferee), or the authorized signatory of the Eligible Subscriber (or Eligible Transferee), (ii) I am, or such Eligible Subscriber (or Eligible Transferee) is, entitled to participate in the Rights Offering, (iii) I am, or such Eligible Subscriber (or Eligible Transferee) is, as of the date hereof and will be as of the Effective Date, an "accredited investor" within the meaning of Rule 501(a) under the Securities Act or a non-United States entity with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Rights Offering Stock, (iv) I understand that my participation in the Rights Offering is subject to all of the terms and conditions set forth herein and in the Plan, (v) I have reviewed the Disclosure Statement, the Plan and the instructions contained herein and (vi) I understand that the shares issued to me will be subject to the restrictions on transfer under the Subscription Agreement and applicable law.

I represent and warrant that:

- (a) I am an Eligible Subscriber (or an Eligible Transferee).
- (b) I recognize and understand that the Subscription Rights to participate in the Rights Offering are not detachable from Noteholder Claims, and may only be exercised by an Eligible Subscriber (or an Eligible Transferee).
- (c) I will not accept a distribution of Rights Offering Stock offered pursuant to the Rights Offering with respect to a Noteholder Claim if, at the time of distribution, I do not own such Noteholder Claim.
- (d) By accepting such a distribution of Rights Offering Stock, I will be deemed to be the owner of such Noteholder Claim.
- (e) I recognize and understand that in the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and/or Registration Rights Agreement will be executed and delivered in connection with the Plan, upon my receipt of New Common Stock issued pursuant to the Rights Offering, I shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and/or Registration Rights Agreement.
- (f) If any portion of my Noteholder Claim was transferred to me after the Rights Offering Record Date, such transfer complied with Section 7.2(d) of the Plan.
- (g) After the date hereof, I shall not transfer, assign or otherwise dispose of any portion of my Noteholder Claim on or prior to the Effective Date. If I transfer any portion of my Noteholder Claim after the date hereof, the corresponding rights to participate in the Rights Offering will be cancelled, and neither I nor the transferee of such Noteholder Claim will receive Rights Offering Stock in connection with such transferred Noteholder Claim.

**BEFORE ELECTING TO PARTICIPATE IN THE RIGHTS OFFERING, YOU SHOULD REVIEW THE DISCLOSURE STATEMENT (AS AMENDED), THE PLAN**

**(AS AMENDED) AND THE INSTRUCTIONS CONTAINED HEREIN. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE RIGHTS OFFERING.**

**I acknowledge that by executing this Subscription Form the undersigned holder will be bound to pay for the Rights Offering Stock that it has subscribed for pursuant to the instructions herein and that the undersigned holder may be liable to the Debtors to the extent of any nonpayment.**

Date: \_\_\_\_\_

Eligible Subscriber's (or Eligible Transferee's) Full  
Legal Account Name  
(holding Allowed Noteholder Claims):

\_\_\_\_\_  
Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country (if other than United States) \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

If Non-U.S. holder, check here and attach applicable IRS  
Form W-8:

☐ Non-U.S. holder

If U.S. holder, check here and attach applicable IRS  
Form W-9:

☐ U.S. holder

Nominee: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Party to receive Notice to Provide Payment from  
your Nominee<sup>4</sup>:**

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

<sup>4</sup> If necessary, your Nominee will contact the individual indicated in this section to obtain due authorization to submit the Subscription Payment Amount indicated herein to the Subscription Agent.



All requested information must be fully completed. A contact name, telephone number, and email address MUST be included. The individual listed here may be contacted if there are any questions in connection with your subscription form.

**PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS  
ALL REQUIRED STEPS ARE TAKEN TO PROCESS YOUR SUBSCRIPTION  
ON OR BEFORE THE SUBSCRIPTION DEADLINE AND PAYMENT OF  
YOUR SUBSCRIPTION PAYMENT AMOUNT IS RECEIVED BY THE SUBSCRIPTION  
AGENT FROM YOUR NOMINEE ON OR BEFORE THE SUBSCRIPTION DEADLINE.**

**Optional Designation Form.**

☐ By checking this box, you elect for the Rights Offering Stock you agreed to purchase in accordance with this Subscription Form and the Subscription Agreement be issued to one or more of your affiliates or another Eligible Subscriber, as listed below. *Please only complete this form if your subscribed for Rights Offering Stock should not be issued to the entity listed in Item 5.*

<b>Designated affiliate or other Eligible Subscriber</b>	<b>Amount of New Preferred Stock</b>	<b>Amount of New Common Stock</b>

**Exhibit 7B**

**Master Subscription Form**

**MASTER SUBSCRIPTION FORM IN CONNECTION WITH  
THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Rural/Metro Corporation's 10.125% Senior Notes due 2019 CUSIP Nos. 781748AG3, 781749AA4, U7501CAA7, and U74993AC7 (the "Notes").

**YOUR MASTER SUBSCRIPTION FORM, COPIES OF THE BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013, (THE "SUBSCRIPTION DEADLINE") OR THE SUBSCRIPTIONS REPRESENTED BY YOUR MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED.**

Each share of Rights Offering Stock is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon the exemption provided in section 1145 of the Bankruptcy Code and/or section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), as applicable.

None of the Subscription Rights (as defined in the Plan) distributed in connection with these Rights Offering procedures have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no Subscription Rights may be sold or independently transferred.

None of the shares of Rights Offering Stock have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

The Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.

Terms used and not defined herein shall have the meanings assigned to them in the Plan (as defined below).

To Nominees, Banks or Brokers:

On October 31, 2013, Rural/Metro Corporation, a Delaware corporation (**Rural/Metro**), and its affiliated debtors (collectively, the **Debtors**) filed the First Amended Plan of Reorganization under chapter 11 of title 11 of the Bankruptcy Code (as may be amended from time to time, the **Plan**) and the Disclosure Statement with respect to the Plan (as may be amended from time to time, the **Disclosure Statement**). Pursuant to the Plan, each holder of a Noteholder Claim as of the Rights Offering Record Date, November 5, 2013, (each an **Eligible Subscriber**), has the right to participate in the \$135,000,000 rights offering (the **Rights Offering**) of shares of 15% redeemable preferred stock of WP Rocket Holdings Inc. (**Holdings**) or on and after the Effective Date, **Reorganized RMC**), with a liquidation preference of \$1.00 per share (the **New Preferred Stock**) and shares of the common stock of Holdings (which shall comprise 70% of the fully diluted common stock of Holdings), par value \$0.01 (the **New Common Stock**, and together with the New Preferred Stock, the **Rights Offering Stock**).

Pursuant to the Plan, each Eligible Subscriber will receive Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Stock for an aggregate purchase price equal to the applicable Subscription Payment Amount. See Article VII of the Plan and Section 6.8 of the Disclosure Statement for a complete description of the Rights Offering and transfer restrictions.

You have received this master subscription form (the **Master Subscription Form**) because you are a broker, bank, commercial bank, transfer agent, trust company, dealer or other agent or nominee (each of the foregoing, a **Nominee**) for an Eligible Subscriber. This Master Subscription Form is to be used by you, as a Nominee, for summarizing the Subscription Rights exercised by each Eligible Subscriber. Eligible Subscribers exercising Subscription Rights through a Nominee must submit an individual subscription form (each, a **Beneficial Subscription Form**) committing to purchase Rights Offering Stock (in the amount identified therein) to the appropriate Nominee so that the Nominee may process such elections of Subscription Rights on this Master Subscription Form and return this Master Subscription Form so that it is received by Donlin, Recano & Company, Inc. (the **Subscription Agent**) on or before **5:00 p.m. (prevailing Eastern Time) on December 9, 2013**. Before you transmit the elections of Subscriptions Rights by Eligible Subscribers, please review the Plan, Disclosure Statement and the instructions contained herein carefully.

Please utilize this Master Subscription Form to execute the Eligible Subscriber's Subscription Rights. You are required to deliver a Beneficial Subscription Form (with an accompanying W-8 or W-9, as applicable (the **Tax Form** or **Tax Forms**)) and Subscription Agreement to each Eligible Subscriber holding a Noteholder Claim for whom you act as Nominee, and to take any action required to enable the Eligible Subscriber to timely elect to participate in the Rights Offering. To elect to participate in the Rights Offering on behalf of Eligible Subscribers, you must complete and deliver this Master Subscription Form and a COPY of the Beneficial Subscription Form (with accompanying Tax Form) and the Subscription Agreement executed by each Eligible Subscriber listed under Item 2 below, together with remittance of full payment for the Subscription Rights exercised by the Eligible Subscribers, to the Subscription Agent on or before the Subscription Deadline.

Before you transmit such elections, please carefully review the Disclosure Statement, the Plan and the instructions contained herein. You may obtain copies of the Disclosure Statement and the Plan by contacting the Subscription Agent, Donlin, Recano & Company, Inc., at the below address or through the Subscription Agent's website at <http://www.donlinrecano.com/rmc>:

Donlin, Recano & Company, Inc.  
Attn: Rural/Metro Subscription Agent  
419 Park Ave South, Suite 1206  
New York, NY 10016  
(212) 771-1128  
E-mail: [RMCRightsOffering@donlinrecano.com](mailto:RMCRightsOffering@donlinrecano.com)  
Website: <http://www.donlinrecano.com/rmc>

**THIS MASTER SUBSCRIPTION FORM RELATES ONLY TO YOUR CUSTOMERS' RIGHT TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING ON ACCOUNT OF THE NOTES YOU HOLD FOR THEIR ACCOUNTS.**

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF THE DEBTORS OR THE SUBSCRIPTION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.**

**IMPORTANT**

**PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, DATE AND DELIVER THIS MASTER SUBSCRIPTION FORM, ALONG WITH PHOTOCOPIES OF ALL COMPLETED BENEFICIAL HOLDER BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS TO THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED ABOVE OR E-MAIL SCANNED COPIES OF ALL FORMS TO RMCRightsOffering@Donlinrecano.com ON OR BEFORE THE SUBSCRIPTION DEADLINE. PLEASE DO NOT FAX THIS MASTER SUBSCRIPTION FORM.**

**ADDITIONAL INSTRUCTIONS IF YOU ARE RETURNING FORMS VIA E-MAIL**  
**PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT RMCRightsOffering@donlinrecano.com BY THE SUBSCRIPTION DEADLINE PROVIDED THAT THE ORIGINAL MASTER SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS SENT TO THE SUBSCRIPTION AGENT PROMPTLY THEREAFTER.**

**DELIVERY OF THIS MASTER SUBSCRIPTION FORM OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. IF THIS MASTER SUBSCRIPTION FORM IS NOT COMPLETED, SIGNED, AND RECEIVED ON OR BEFORE THE SUBSCRIPTION DEADLINE, THE ELECTIONS TRANSMITTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.**

**The original Beneficial Subscription Forms and Subscription Agreements returned to Nominees shall be retained by Nominees for inspection for at least ONE YEAR from the Subscription Deadline.**

**Before electing to participate in the Rights Offering, you should instruct the beneficial owners of Notes for whom you act as Nominee to review the Disclosure Statement (including the risk factors described in the section entitled "Additional Factors to be Considered Prior to Voting"), the Plan and the instructions contained herein.**

**You or the beneficial owners of the Notes for whom you are the Nominee may wish to seek legal advice concerning the Rights Offering.**

**Please refer to Section 6.8 of the Disclosure Statement and Article VII of the Plan for information regarding the issuance of the Rights Offering Stock pursuant to the Plan, including applicable transfer restrictions.**

**Item 1. Certification Of Authority To Elect.** The undersigned certifies that the undersigned (please check applicable box):

- ☐ Is a bank, broker, or other Nominee for the Eligible Subscribers of the aggregate amount of the Notes listed in Item 2 below, and as of November 5, 2013 (the "**Rights Offering Record Date**"), was the registered or record holder of the Notes, or
- ☐ Is acting under a power of attorney and agency (a copy of which will be provided upon request) granted by a bank, broker, or other Nominee that was the registered or record holder of the aggregate amount of the Notes listed in Item 2 below as of the Rights Offering Record Date, or
- ☐ Has been granted a proxy (an original of which is annexed hereto) from a bank, broker, or other Nominee, or an Eligible Subscriber, that was the registered or record holder of the aggregate amount of the Notes listed in Item 2 below as of the Rights Offering Record Date, and accordingly, has full power to participate in the Rights Offering on behalf of the Eligible Subscribers holding the Noteholder Claims described in Item 2.

**Item 2. Participation in the Rights Offering:**

Eligible Subscribers for whom you act as Nominee are eligible to elect to participate in the Rights Offering if:

- (i) the undersigned as Nominee for the Eligible Subscribers, as indicated in the table below, has received a Beneficial Subscription Form (with accompanying Tax Form) and Subscription Agreement from the Eligible Subscriber (a copy of each form should accompany this Master Subscription Form), and
- (ii) the undersigned as Nominee for the Eligible Subscribers, as indicated in the table below, agrees to send a wire transfer so that it is received by the Subscription Agent prior to the Subscription Deadline pursuant to the instructions set forth herein, and that the undersigned will be liable to the Debtors to the extent of any nonpayment.

The undersigned certifies that as of the Rights Offering Record Date (or as of the date hereof if a Noteholder Claim was transferred in accordance with Section 7.2(d) of the Plan), the following beneficial owners of the Notes, as identified by name and their respective customer account numbers, were beneficial owners of the Notes in the following principal amount(s) (upon stated maturity) that wish to make the following elections with regard to the Rights Offering. For purposes of this Master Subscription Form, do not adjust the principal amount of Notes for any accrued or unmatured interest or any accretion factor.



**Notes CUSIP 781749AA4/U7501CAA7**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Customer Name for Beneficial Owner and Account Number</b>	<b>Principal Amount Held as of the Rights Offering Record Date</b>	<b>Pro Rata Share of New Preferred Stock (Column "B" x (1.05623928)<sup>1</sup> x (0.43238964)<sup>2</sup>)</b>	<b>Amount of Shares of New Preferred Stock Beneficial Owner Elects to Purchase</b>	<b>New Common Stock to be Issued in Relation to New Preferred Stock Purchased (Column "D" x 1.00)<sup>3</sup></b>	<b>Total Subscription Payment Amount (Column "D" x Purchase Price per Share of New Preferred Stock of \$1.00)</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
<b>TOTALS</b>					

The amount of New Preferred Stock derived from the calculations above in Column "C" shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Preferred Stock shall be distributed.

<sup>1</sup> The multiplier for Amount of Noteholder Claim for CUSIP 781749AA4/U7501CAA7 is calculated as the face value of the notes (\$200,000,000) plus accrued interest (\$11,247,855), in total divided by the face value of the notes (\$200,000,000).

<sup>2</sup> The pro rata percentage of note holdings is calculated as the individual's Noteholder Claim times 1/312,218,394 (211,247,855 + 100,970,539 (Plan Section 5.4)), and that percentage is then multiplied by 135,000,000 (total New Preferred Stock amount).  $135,000,000/312,218,394 = .43238964$ .

<sup>3</sup> Each Eligible Subscriber is entitled to the issuance of New Common Stock in relation to its purchase of New Preferred Stock as set forth in Column "E" above, calculated using the factor as set forth above. The amount of New Common Stock issued is the Eligible Subscribers' Pro Rata Common Stock Share.

**Notes CUSIP 781748AG3/U74993AC7**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Customer Name for Beneficial Owner and Account Number</b>	<b>Principal Amount Held as of the Rights Offering Record Date</b>	<b>Pro Rata Share of New Preferred Stock (Column "B" x (0.93491240)<sup>4</sup> x (0.43238964)<sup>5</sup>)</b>	<b>Amount of Shares of New Preferred Stock Beneficial Owner Elects to Purchase</b>	<b>New Common Stock to be Issued in Relation to New Preferred Stock Purchased (Column "D" x 1.00)</b>	<b>Total Subscription Payment Amount (Column "D" x Purchase Price per Share of New Preferred Stock of \$1.00)</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
<b>TOTALS</b>					

The amount of New Preferred Stock derived from the calculations above in Column "C" shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Preferred Stock shall be distributed.

**IF YOU ARE ACTING AS A NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.**

<sup>4</sup> The multiplier for Amount of Noteholder Claim for CUSIP 781748AG3/U74993AC7 is calculated as the face value of the notes excluding the original issue discount (\$94,896,697) plus accrued interest (\$6,073,842), in total divided by the face value of the notes (\$108,000,000).

<sup>5</sup> The pro rata percentage of note holdings is calculated as the individual's Noteholder Claim times 1/312,218,394 (211,247,855 + 100,970,539 (Plan Section 5.4)), and that percentage is then multiplied by 135,000,000 (total New Preferred Stock amount).  $135,000,000/312,218,394 = .43238964$ .

**Item 3. Certification.** By signing this Master Subscription Form, the undersigned certifies that (i) each beneficial owner of Notes listed in Item 2, above, has been provided with a Beneficial Subscription Form (with accompanying Tax Form), Subscription Agreement and a copy of the Disclosure Statement and the Plan and (ii) it understands that the right to elections for the Rights Offering is subject to all the terms and conditions set forth in this Master Subscription Form, the Disclosure Statement and the Plan.

Name of Broker, Bank or other Nominee:

\_\_\_\_\_  
(Print or Type)

Participant Number: \_\_\_\_\_

Name of Proxy Holder or Agent for Broker,  
Bank or Other Nominee (if applicable):

\_\_\_\_\_  
(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(If Applicable)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If Appropriate)

**Facsimile Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Street  
Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (        ) \_\_\_\_\_

Date Completed: \_\_\_\_\_

**THIS MASTER SUBSCRIPTION FORM, THE COPIES OF THE BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED BELOW OR E-MAIL SCANNED COPIES OF ALL FORMS TO RMCRightsOffering@donlinrecano.com ON OR BEFORE THE SUBSCRIPTION DEADLINE, OR THE SUBSCRIPTION RIGHTS WILL NOT BE EXERCISED HEREBY.**

**Donlin, Recano & Company, Inc.  
Attn: Rural/Metro Subscription Agent  
419 Park Ave South, Suite 1206  
New York, NY 10016  
(212) 771-1128  
E-mail: RMCRightsOffering@donlinrecano.com**

**NOTE REGARDING PAYMENT**

**Payment for the Rights Offering Stock is due by wire transfer ONLY prior to the Subscription Deadline. An Eligible Subscriber shall be deemed to have relinquished and waived all rights to participate in the Rights Offering if the Subscription Agent for any reason does not receive from such Eligible Subscriber's Nominee, on or before the Subscription Deadline, (i) a copy of a duly completed Beneficial Subscription Form (with accompanying Tax Form) and Subscription Agreement and (ii) payment of the Subscription Payment Amount-on behalf of such Eligible Subscriber.**

Account Name:  
Account No.:  
ABA/Routing No.:  
Bank Name:  
Bank Address:  
Ref:

**INSTRUCTIONS FOR COMPLETING THE  
MASTER SUBSCRIPTION FORM**

**SUBSCRIPTION DEADLINE & SUBSCRIPTION AGENT:**

**The subscription deadline for the exercise of Subscription Rights is 5:00 p.m. (prevailing Eastern Time) on December 9, 2013 (the "Subscription Deadline").** To elect to participate in the Rights Offering, you must complete, sign, and return the Master Subscription Form so that it is received by the Subscription Agent along with copies of the Beneficial Subscription Form(s) (with accompanying Tax Form(s)) and Subscription Agreement(s) at the below address or e-mail scanned copies of all forms to [RMCRightsOffering@donlinrecano.com](mailto:RMCRightsOffering@donlinrecano.com) on or before the Subscription Deadline:

**Donlin, Recano & Company, Inc.  
Attn: Rural/Metro Subscription Agent  
419 Park Ave South, Suite 1206  
New York, NY 10016  
(212) 771-1128**

**E-mail: [RMCRightsOffering@donlinrecano.com](mailto:RMCRightsOffering@donlinrecano.com)**

**In order to effect a subscription on behalf of any beneficial owner of Notes, you must take the following steps:**

- a. Review and complete the certification in Item 1;
- b. In Item 2 of the accompanying Master Subscription Form, indicate the principal amount of Notes held by beneficial owners of the Notes held by you as a Nominee or in a fiduciary capacity and the number shares of Rights Offering Stock to be purchased by such beneficial owners pursuant to the Rights Offering, as transmitted to you by such beneficial owners. Please include information on the customer's name, principal amount held, the number of shares of New Preferred Stock and New Common Stock for which the account is eligible to subscribe to and the number of shares of New Preferred Stock and New Common Stock the account elects to purchase;
- c. If additional space is required to respond to Item 2 on the Master Subscription Form, please provide the requested information on additional pages;
- d. Review the certification in Item 3 of the Master Subscription Form;
- e. In Item 3, sign and date the Master Subscription Form, and provide the information requested;
- f. Deliver the completed, executed Master Subscription Form, along with photocopies of all completed beneficial holder Beneficial Subscription Forms (with accompanying Tax Forms) and Subscription Agreements, so as to be *received* by the Subscription Agent before the Subscription Deadline; and
- g. Deliver the Subscription Payment Amount to be paid by each beneficial owner of the Notes, as indicated on Item 2 of the Master Subscription Form, so as to be *received* by the Subscription Agent on or before the Subscription Deadline. If, for any reason, the Subscription Agent does not receive both a copy of duly-completed Beneficial Subscription Form (with accompanying Tax Form) and Subscription Agreement and payment of the Subscription Payment Amount

on or before the Subscription Deadline from a Nominee on behalf of an Eligible Subscriber, such Eligible Subscriber shall be deemed to have relinquished and waived its right to participate in the Rights Offering.

**ADDITIONAL INSTRUCTIONS IF YOU ARE RETURNING FORMS VIA E-MAIL:**

Properly executed Master Subscription Forms along with respective Beneficial Subscription Forms (with accompanying Tax Forms) and Subscription Agreements can be e-mailed to the Subscription Agent at [RMCRightsOffering@donlinrecano.com](mailto:RMCRightsOffering@donlinrecano.com) by the Subscription Deadline, provided that the original Master Subscription Form(s) with original medallion stamp and signature is sent to the Subscription Agent promptly thereafter.

The original Beneficial Subscription Forms and Subscription Agreements returned to Nominees shall be retained by Nominees for inspection for at least one year from the Subscription Deadline.

**PLEASE NOTE:**

No Beneficial Subscription Form or Master Subscription Form shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

**No fees, commissions, or other remuneration will be payable** to any Nominee for soliciting elections to participate in the Rights Offering. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Subscription Form and other enclosed materials to the beneficial owners of the Notes held by you as a Nominee or in a fiduciary capacity.

The Subscription Rights are not transferable or detachable, except for (a) transfers by an Eligible Subscriber to one or more of its affiliates or another Eligible Subscriber, or (b) with the consent of the Required Backstop Parties and the Debtors, to a third party; provided, that for clauses (a) and (b): (i) the Subscription Rights are issued in connection with each holder's Noteholder Claims as of the Rights Offering Record Date; (ii) no transfer, assignment or other disposition of the Subscription Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Notes; and (iii) upon any valid exercise of Subscription Rights and payment of the applicable Subscription Payment Amount by any Rights Offering Purchaser, such Rights Offering Purchaser shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes on or prior to the Effective Date or the right to receive Rights Offering Stock prior to the distribution of such Rights Offering Stock to the applicable Rights Offering Purchaser.

**Please refer to Section 6.8 of the Disclosure Statement and Article VII of the Plan for information regarding the issuance of Rights Offering Stock pursuant to the Plan, including applicable transfer restrictions.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER SUBSCRIPTION FORM OR THE RIGHTS OFFERING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER SUBSCRIPTION FORM, BENEFICIAL SUBSCRIPTION FORM, ACCOMPANYING TAX FORMS, SUBSCRIPTION AGREEMENT, THE PLAN, DISCLOSURE STATEMENT, OR OTHER RELATED MATERIALS, PLEASE CALL THE SUBSCRIPTION AGENT, DONLIN, RECANO & COMPANY, INC., at 212.771.1128.**

**Exhibit 7C**

**Subscription Agreement**

## **SUBSCRIPTION AGREEMENT**

**THIS SUBSCRIPTION AGREEMENT** (this "Agreement") is entered into as of the date set forth on the signature page below, by and between WP Rocket Holdings Inc., a Delaware corporation (the "Company"), and the undersigned subscriber (the "Subscriber").

**WHEREAS**, the Company and its affiliates filed a Chapter 11 plan of reorganization with the United States Bankruptcy Court for the District of Delaware on October 31, 2013 (as may be amended from time to time, the "Plan"). Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

**WHEREAS**, pursuant to the Plan, the Company shall offer and sell (the "Rights Offering") to the holders of Noteholder Claims as of the Rights Offering Record Date 135,000,000 shares (the "New Preferred Stock") of its 15% Senior Redeemable Preferred Stock (the "15% Preferred Stock"), which New Preferred Stock shall have a liquidation preference of \$1.00 per share and accrue dividends at a rate of fifteen percent (15%) on the liquidation preference, payable in kind and shares of the common stock (which shall comprise 70% of the fully diluted common stock of the Company), par value \$0.01, of the Company (the "New Common Stock," and together with the New Preferred Stock, the "Rights Offering Stock").

**WHEREAS**, pursuant to the Rights Offering, the Subscriber desires to subscribe for and purchase from the Company, and the Company desires to sell to the Subscriber, the Rights Offering Stock in the amount set forth in Item 3 of the Subscription Form accompanying this Agreement and incorporated by reference herein (the "Subscription Form").

**WHEREAS**, the Rights Offering Backstop Commitment Agreement provides for, among other things, the commitment of certain Consenting Noteholders to purchase the Rights Offering Stock that is not subscribed for pursuant to the Rights Offering prior to the expiration of the Subscription Deadline.

**NOW, THEREFORE**, in consideration of the promises, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally and irrevocably bound, agree as follows:

**A. Agreement of the Subscriber.**

(1) The Subscriber hereby subscribes for and agrees to purchase from the Company the amount of New Preferred Stock as set forth in Item 3.A or 3.B of the Subscription Form, as applicable. The Company agrees to issue and sell to the Subscriber, at the Effective Date, the amount of New Preferred Stock as set forth in Item 3.A or 3.B of the Subscription Form, as applicable, and the amount of Pro Rata Common Stock Share as set forth in Item 3.C of the Subscription Form. As used in this Agreement, "Pro Rata Common Stock Share" means with respect to each share of New Preferred Stock, that number of shares of New Common Stock calculated by multiplying (i) the total number of shares of New Common Stock issued in the Rights Offering (which, for the sake of clarification, includes such amounts subscribed for and issued pursuant to the Rights Offering Backstop Agreement) by (ii) a fraction, the numerator of which is one share of New Preferred Stock, and the denominator of which is the total number of shares of New Preferred Stock issued in the Rights Offering (which, for the sake of clarification, includes such amounts subscribed for and issued pursuant to the Rights Offering Backstop Agreement).

The purchase price to be paid by the Subscriber for the New Preferred Stock shall be \$1.00 per share of New Preferred Stock, for an aggregate purchase price as set forth in Item 3 of the Subscription



Form (the "Purchase Price"). For Subscriber's purchase of New Preferred Stock for the Purchase Price, the Subscriber is also entitled to the issuance by the Company of its Pro Rata Common Stock Share as set forth in Item 3.C of the Subscription Form.

(2) The Subscriber acknowledges that the offering and sale of the Rights Offering Stock is intended to be exempt from registration under Section 1145(a)(1) of the Bankruptcy Code, which exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act, and state securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (iii) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or principally in exchange for such claim or interest and partly for cash or property. The Company believes that the offer and sale of New Common Stock and New Preferred Stock satisfy the requirements of section 1145(a)(1) of the Bankruptcy Code and are, therefore, exempt from registration under the Securities Act and state securities laws.

However, to the extent the New Common Stock or New Preferred Stock are not exempt pursuant to section 1145 of the Bankruptcy Code, such New Common Stock or New Preferred Stock, as applicable, will be issued in reliance upon and will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), by virtue of Section 4(2) of the Act and/or the provisions of Regulation D promulgated by the Securities and Exchange Commission thereunder. The Subscriber acknowledges that the Company is not under any obligation to register the Rights Offering Stock issued to the Subscriber or to assist the Subscriber in complying with any exemption from the registration requirements of the Act in connection with any transfer of the Rights Offering Stock. The Rights Offering Stock cannot be offered for sale or sold by the Subscriber or by anyone acting for the Subscriber's account or on the Subscriber's behalf without the registration of the Rights Offering Stock under the Act or pursuant to an available exemption therefrom. The Subscriber understands that there is no public market for the Rights Offering Stock.

(3) The Subscriber recognizes that an investment in the Company involves certain risks, and acknowledges and agrees that it has taken full cognizance of, and understands all of, the risks associated with the purchase of the Rights Offering Stock. The Subscriber has consulted with its professional, tax and legal advisors with respect to the federal, state, local and foreign income tax consequences of its acquisition of the Rights Offering Stock.

(5) The Subscriber acknowledges and agrees that, except as expressly set forth herein, neither the Company nor any other party makes any representations and warranties, including, without limitation, with respect to the Rights Offering Stock.

**B. Closing: Payment of Purchase Price.**

On or prior to the Subscription Payment Date, the Subscriber must cause delivery of payment of the Purchase Price for the Rights Offering Stock to be purchased by such Subscriber by wire transfer of immediately available funds to an account designated by the Company. All payments for the exercise of Subscription Rights received shall be held in trust in a separate account free and clear of all liens, claims and encumbrances until the Effective Date. In the event the conditions to the Effective Date are not met or waived (and to the extent not waived, cured within ten (10) Business Days), such payments shall be promptly returned, without accrual or payment of any interest thereon, to the Subscriber, without reduction, offset or counter-claim. The closing of the purchase and sale of the Rights Offering Stock pursuant to this Agreement (the "Closing") shall occur at 5:00 p.m. prevailing Eastern Time, or at such

other time as the parties may agree, on the Effective Date at the offices of Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, CA 90071-1560. Subject to the terms and conditions set forth herein, at the Closing, the Company shall issue to the Subscriber a stock certificate representing the number of shares of the Rights Offering Stock being purchased by the Subscriber pursuant to this Agreement, and bearing the legends set forth in Section E(1) herein.

C. Representations and Warranties of the Subscriber. The Subscriber hereby represents and warrants that:

(1) The Subscriber has been duly organized or formed under the laws of its jurisdiction of organization or formation, is validly existing and in good standing under the laws of its jurisdiction of organization or formation and has the requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Subscriber, and this Agreement is a legal, valid and binding obligation of such Subscriber, enforceable against the Subscriber in accordance with its respective terms.

(2) The execution and delivery of this Agreement by the Subscriber, the performance by the Subscriber of its obligations hereunder and the consummation by the Subscriber of the transactions contemplated hereby do not (a) materially violate or materially conflict with any law or governmental order applicable to such Subscriber or any of the Subscriber's assets or properties, (b) violate or conflict with the certificate of incorporation, articles of incorporation, bylaws or other governance documents of the Subscriber, or (c) violate or conflict with in any material respect, result in any material breach of, or constitute a material default (or event that with or without the giving of notice, the lapse of time, or both, would constitute a material breach or default) under, any agreement to which the Subscriber is a party or by which any of its assets or properties is bound.

(3) The Subscriber is, as of the date hereof and will be as of the Effective Date, an "accredited investor" within the meaning of Rule 501(a) under the Act or a non-United States entity with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Rights Offering Stock.

(4) The Subscriber has such knowledge and experience in financial and business matters that it is capable of utilizing the information made available to the Subscriber to evaluate the merits and risks of an investment in the Company and to make an informed investment decision with respect thereto. The Subscriber is aware that its purchase of the Rights Offering Stock is highly speculative and represents that it is able, without impairing its financial condition, to hold the Rights Offering Stock for an indefinite period of time and to suffer a complete loss of its investment.

(5) The Rights Offering Stock is being purchased by the Subscriber for its own account, for investment purposes only and not with a view towards the resale or further distribution of the Rights Offering Stock.

(6) No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (each a "Governmental Entity"), with respect to the Subscriber is required in connection with the execution, delivery or performance by the Subscriber of this Agreement or the consummation by the Subscriber of the transactions contemplated by this Agreement.

(7) There are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of the Subscriber, threatened against, relating to or involving the Subscriber before any

Governmental Entity, and the Subscriber is not subject to any judgment, decree, injunction, rule or order of any court or other Governmental Entity, in each case that would prohibit the Subscriber from consummating the transactions contemplated herein.

D. Representations and Warranties of the Company. The Company hereby represents and warrants that as of the date hereof:

(1) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

(2) Subject to the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, the execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby do not (a) conflict with, or result in a violation or breach of, any of the terms of the Company's certificate of incorporation or bylaws, (b) violate or conflict with any law or governmental order applicable to the Company or any of the Company's assets or properties or (c) violate or conflict with, result in any breach of, or constitute a default (or event that with or without the giving of notice, the lapse of time, or both, would constitute a breach or default) under, any agreement to which the Company is a party or by which any of its assets or properties is bound, except in any such case described in clauses (b) or (c) above as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company.

(3) Upon entry by the Bankruptcy Court of the Confirmation Order, the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Rights Offering and issuance of the Rights Offering Stock on the Effective Date will have been duly and validly authorized by all necessary corporate action of the Company. Upon entry by the Bankruptcy Court of the Confirmation Order, this Agreement has been duly executed and delivered by the Company and, upon entry by the Bankruptcy Court of the Confirmation Order, is the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(4) At the Effective Date, the Company shall have authorized for issuance 1,200,000,000 shares of common stock and 500,000,000 shares of 15% Preferred Stock. At the Effective Date, after giving effect to the distributions under the Plan, the purchase of Rights Offering Stock pursuant to the Rights Offering and the purchase and issuance of Rights Offering Stock under the Commitment Agreement, there will be issued and outstanding 192,857,143 shares of common stock (subject to adjustments for rounding purposes), 136,450,000 shares of 15% Preferred Stock, and options to purchase 21,428,571 shares of common stock and 15,161,111 shares of 15% Preferred Stock issued under the Company's equity incentive plan. Except as set forth in the preceding sentence, at the Effective Date (A) there will not be issued or outstanding any shares of capital stock of the Company, or any options, right, warrants, convertible or exchangeable securities or other instruments obligating the Company to issue, or the Company to cause to be issued, any shares of capital stock of the Company and (B) there will not be any contracts, agreements or other arrangements obligating the Company to issue, or the Company to cause to be issued, or entitling any person to purchase, any shares of capital stock of the Company.

E. Miscellaneous.

(1) Each certificate representing shares of the Rights Offering Stock shall bear the following legends:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.”

(2) This Agreement shall be binding upon, and inure solely to the benefit of, the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(3) This Agreement shall not be assignable or otherwise transferable by (i) the Company without the Subscriber's written consent or (ii) the Subscriber without the Company's prior written consent; *provided, however*, that the Subscriber may designate that some or all of its Rights Offering Stock be issued in the name of and delivered to one or more of its affiliates or another holder of Noteholder Claims, or, with the consent of the Required Backstop Parties, to a third party.

(4) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in the United States Bankruptcy Court for the District of Delaware, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such court in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding.

(5) No amendment to this Agreement shall be effective with respect to the Company or the Subscriber unless it shall be in writing and signed by each of the Company and the Subscriber.

(6) This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the undersigned have agreed to be bound by the foregoing as of the date first written above.

**COMPANY:**

**WP Rocket Holdings Inc.**

By: \_\_\_\_\_

Name:

Title:

**SUBSCRIBER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 8**

**Commitment Agreement**

### COMMITMENT AGREEMENT

This Commitment Agreement (this "Agreement") is entered into as of October 31, 2013 by and among Rural/Metro Corporation, a Delaware corporation ("Rural/Metro"), WP Rocket Holdings Inc. ("Holdings"), and all of Rural/Metro's direct and indirect Subsidiaries (together with Rural/Metro and Holdings, as a debtor-in-possession and a reorganized debtor, as applicable, the "Company" or the "Debtors"), Oaktree Principal Fund V, L.P. ("Oaktree Fund V"), Oaktree Principal Fund V (Parallel), L.P. ("Oaktree Parallel"), Oaktree FF Investment Fund, L.P. (together with Oaktree Fund V and Oaktree Parallel, "Oaktree"), and each of the parties set forth on Schedule 1 hereto (each a "Backstop Party" and collectively with Oaktree, the "Backstop Parties"). Capitalized terms not defined herein shall have the meanings set forth in the Term Sheet (as defined below).

WHEREAS, the Company commenced reorganization cases (the "Chapter 11 Cases") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on August 4, 2013 (the "Petition Date").

WHEREAS, on the Petition Date, the Company filed with the Bankruptcy Court a certain Restructuring Support Agreement, made and entered into as of August 2, 2013 (as modified by the order approving the Debtor's assumption thereof, and as it may be amended, supplemented or modified from time to time in accordance with its terms, the "Support Agreement"), by and among (a) Rural/Metro, (b) Holdings, (c) all of the Company's direct and indirect subsidiaries, (d) certain holders (the "Consenting Secured Lenders") of Claims (as defined therein) under the Credit Agreement dated as of June 30, 2011 (as amended, the "Credit Agreement"), among WP Rocket Merger Sub Inc., the Company, the lenders party thereto, Credit Suisse AG, as Administrative Agent (the "Secured Lender Agent"), Credit Suisse Securities (USA) LLC, as joint lead arranger and joint bookrunner, Citigroup Global Markets Inc., as joint lead arranger, joint bookrunner and syndication agent, and Jefferies Finance LLC, as joint bookrunner and documentation agent, and (e) certain holders (each, a "Consenting Noteholder" and collectively, the "Consenting Noteholders") of certain Claims under the 10.125% Senior Notes due 2019 (the "Senior Notes") issued under (i) the Indenture, dated as of June 30, 2011 (as amended and supplemented), among WP Rocket Merger Sub Inc., the Company, the guarantors named therein, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and (ii) the Indenture, dated as of February 3, 2012 (as amended and supplemented), among the Company, the guarantors named therein, and the Trustee.

WHEREAS, a term sheet attached to the Support Agreement as Exhibit A (the "Term Sheet") sets forth the principal terms of a comprehensive restructuring of the Debtors to be effectuated through a pre-arranged plan of reorganization cosponsored by the Consenting Noteholders.

WHEREAS, the Company has agreed to file and use commercially reasonable efforts to obtain confirmation by the Bankruptcy Court of a plan of reorganization (the "Plan"), along with a related disclosure statement (the "Disclosure Statement"), each reflecting the terms and conditions set forth in the Term Sheet.

WHEREAS, pursuant to the Plan, Holdings will offer and sell 135,000,000 shares (the "New Preferred Stock") of its 15% Senior Redeemable Preferred Stock (the "15% Preferred Stock"), which New Preferred Stock shall have a liquidation preference of \$1.00 per share and accrue dividends at a rate of fifteen percent (15%) on the liquidation preference, payable in kind (and such other terms as set forth



in the form of Certificate of Designations attached hereto as Exhibit A), which New Preferred Stock shall be issued along with a number of shares of common stock of Holdings representing seventy percent (70%) of the common stock of Holdings on a fully diluted basis (the "Additional Stock"), to each Eligible Holder, pursuant to a rights offering (the "Rights Offering"), whereby each holder of Senior Notes as of the Record Date (each an "Eligible Holder") shall be offered the right (the "Rights") to purchase up to its Holder Pro Rata Allocation of New Preferred Stock and Additional Stock (each share of New Preferred Stock and Pro Rata Stock Share (as defined herein) together, a "Security," and collectively, the "Offered Securities") at a purchase price of \$1.00 per Security (the "Purchase Price").

WHEREAS, the Backstop Parties have committed to subscribe for their Holder Pro Rata Allocation of the Offered Securities via the Rights Offering and certain of the Backstop Parties have funded their pro rata portion of the total amount of a \$10,000,000 deposit into an escrow (the "Deposit"), each in the amounts set forth on Schedule 1 hereto (the "Commitment Election"), which Deposit shall be paid to the Company in satisfaction of a portion of each such Backstop Party's payment in connection with the Rights Offering for such Backstop Party's Offered Securities. Such amount of Offered Securities constituting the Backstop Parties' Holder Pro Rata Allocation that have been committed pursuant to the Commitment Election shall be referred to herein as the "Backstop Pro Rata Securities".

WHEREAS, Oaktree hereby, pursuant to this Agreement and subject to the terms and conditions herein, commits to purchase on the Effective Date, and Holdings commits to sell to Oaktree, for the Purchase Price, up to the amount of Unsubscribed Securities set forth opposite its name on Schedule 1 hereto, if any. As used in this Agreement, "Unsubscribed Securities" shall mean only those Offered Securities not purchased by Eligible Holders other than the Backstop Parties in the Rights Offering on or before the Expiration Time.

WHEREAS, simultaneously with the delivery of this Agreement, the binding commitment letters with respect to the Exit LC Facility and Backstop Term Loan (as each is defined herein) have been entered into.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Company and the Backstop Parties hereby agree as follows:

1. The Offering. The Offering will be conducted as follows:

(a) Subject to the terms and conditions of this Agreement, the Company hereby undertakes to cause Holdings to offer the Offered Securities for subscription by each Eligible Holder as set forth in this Agreement.

(b) In connection with the Plan, Holdings shall issue Rights to purchase \$135,000,000 of New Preferred Stock and Additional Stock representing 70% of the common stock of Holdings on a fully diluted basis in the aggregate. Each Eligible Holder as of the Record Date will have a Right to purchase up to its Holder Pro Rata Allocation of the Offered Securities at the Purchase Price per Security. The ballot form(s) (the "Ballots") distributed to Eligible Holders in connection with the solicitation of acceptance of the Plan shall provide a means whereby each Eligible Holder may exercise its Right. The Rights may be exercised during a period (the "Rights Exercise Period") specified in the Plan, which period will commence on the date the Ballots are distributed and will end at the Expiration Time. For the

purposes of this Agreement, the "Expiration Time" means 5:00 p.m., New York City time, on the 20th calendar day (or if such day is not a Business Day, the next Business Day) from and including the date the Ballots are distributed under the Plan, or such later date as the Company, subject to the approval of the Backstop Parties who commit to purchase a majority of the Backstop Pro Rata Securities hereunder (the "Required Backstop Parties"), may specify in a notice provided to the other Eligible Holders before 9:00 a.m., New York City time, on the Business Day before the then-effective Expiration Time. For the purposes of this Agreement, "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close. Subject to the approval of this Agreement by the Bankruptcy Court, the Plan shall provide that in order to exercise a Right, each Eligible Holder, including the Backstop Parties, shall, prior to the Expiration Time, (i) return a duly executed Ballot to the Subscription Agent (as defined below), which indicates the election of such Eligible Holder to purchase the Offered Securities and such Eligible Holder's vote to accept the Plan, and (ii) pay an amount equal to the full aggregate Purchase Price for the number of Offered Securities elected to be purchased by such Eligible Holder by wire transfer of immediately available funds reasonably in advance of the date on which the hearing to confirm the Plan is scheduled to commence (which amount shall be offset by such Eligible Holder's portion of the Deposit, if any), but in no event no less than two (2) Business Days prior to the Effective Date, to an escrow account established by the Company or Holdings for the Rights Offering; *provided* that the Company agrees to cooperate with the Backstop Parties to facilitate the transfer of the Deposit to the Company at the time and place designated for payment of the Purchase Price and allow the Backstop Parties who participated in the Deposit to satisfy a portion of the payment of their respective Purchase Price for such Deposit amount.

(c) The Rights can be exercised in part or in full. Any Eligible Holder may, in its sole discretion, assign, transfer or otherwise dispose all or a portion of its Rights to (i) one or more of its affiliates, (ii) another Eligible Holder, or (iii) with the prior written consent of the Required Backstop Parties and the Company, a third party; *provided*, that (A) the Rights are issued in connection with each Eligible Holder's ownership of Notes as of the Record Date; (B) no transfer, assignment or disposition of the Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Eligible Holder's Notes; (C) upon any valid exercise of Rights and payment of Purchase Price by any Eligible Holder, such Eligible Holder shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes prior to the Effective Date; (D) no transfer, assignment or other disposition of the Rights of any Backstop Party may be made unless such Backstop Party's transferee agrees to an assignment or transfer of such Backstop Party's commitment as set forth herein to subscribe for the Offered Securities in connection with such transferred Rights; and (E) no assignment or transfer of a Backstop Party's commitment as set forth herein to subscribe for the Offered Securities may be made without the prior written consent of the Company unless such Backstop Party's transferee is an affiliate of such Backstop Party or is another Backstop Party. Schedule 1 of this Agreement shall be promptly updated to reflect any changes to the Commitment Elections pursuant to any transfers, assignments or other dispositions of the Rights of any Backstop Parties. Any Eligible Holder who transfers or assigns Rights in accordance herewith shall execute, and shall have such Eligible Holder's transferee execute, transfer or assignment documentation reasonably acceptable to the Company in connection with any such transfer or assignment.

(d) Holdings will issue the Offered Securities to the Eligible Holder with respect to which Rights were validly exercised by such holder, upon the Effective Date. If the exercise of a Right would result in the issuance of a fractional share of New Preferred Stock, then the number of shares of New Preferred Stock to be issued in respect of such Right will be calculated to one decimal place and rounded

up or down, as the case may be, to the next higher or lower whole share as follows: (i) fractions equal to or greater than  $\frac{1}{2}$  will be rounded up to the next higher whole number; and (ii) fractions less than  $\frac{1}{2}$  will be rounded down to the next lower whole number. Notwithstanding anything to the contrary in this Agreement, any Eligible Holder may, in its sole discretion, designate that some or all of its Holder Pro Rata Allocation of the Offered Securities be issued in the name of and delivered to one or more of its affiliates or another Eligible Holder, or, with the consent of the Required Backstop Parties, designate that some or all of its Holder Pro Rata Allocation of the Offered Securities be issued in the name of and delivered to a third party.

(e) The Plan will provide that the Ballot will give notice to each Eligible Holder, advising them of (i) the calculation to determine the number of whole shares of New Preferred Stock and Additional Stock that they are bound to purchase pursuant to the Rights Offering, and the aggregate Purchase Price thereof based on such Eligible Holder's ownership of Notes, (ii) the date or time after the notice by which a wire transfer of such aggregate Purchase Price must be received and (iii) wire transfer instructions for wiring such aggregate Purchase Price to the subscription agent for the Rights Offering (the "Subscription Agent") or another person designated by the Company or Holdings.

(f) If the Subscription Agent for any reason does not receive from an Eligible Holder (i) a timely and duly completed Ballot prior to the Expiration Time and (ii) timely payment of such holder's Purchase Price in accordance with the instructions set forth in the Ballot, the Plan shall provide that such Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering and acquire any Offered Securities.

(g) The Company hereby agrees and undertakes to give or cause Holdings to give, or instruct the Subscription Agent to give, Oaktree, by electronic facsimile transmission or by electronic mail, a notice conforming to the requirements specified herein of either (i) the number of Unsubscribed Securities and the aggregate Purchase Price therefor (the "Purchase Notice") or (ii) in the absence of any Unsubscribed Securities, the fact that there are no Unsubscribed Securities and that the Oaktree Commitment (as defined below) is terminated (the "Satisfaction Notice") as soon as practicable after the Expiration Time and, in any event, not less than four (4) Business Days prior to the Effective Date (the date of transmission of confirmation of the Purchase Notice or the Satisfaction Notice, the "Determination Date").

(h) The Disclosure Statement (as defined below) shall be distributed to the Eligible Holders and used for purposes of offering the Offered Securities pursuant to the Rights.

(i) The Offered Securities will be issued without registration under the Securities Act in reliance upon the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code and Section 4(2) of the Securities Act.

(j) Notwithstanding anything to the contrary in this Agreement, in the event an Eligible Holder fails to vote to accept the Plan, or otherwise objects to the Plan or files with the Bankruptcy Court an objection, motion or any other type of writing without the consent of Required Backstop Parties, such Eligible Holder shall have no right to receive any Offered Securities pursuant to the Rights Offering or otherwise.

(k) The Backstop Parties acknowledge that on the Effective Date the Company shall establish an equity incentive plan pursuant to which the Board shall, from time to time after the Effective

Date, grant to employees the right to purchase an aggregate of shares representing (i) 10% of the fully diluted shares of 15% Preferred Stock and (ii) 10% of the fully diluted shares of common stock of Holdings.

2. The Backstop Commitments.

(a) Subject to the conditions set forth in Section 7, (i) each Backstop Party agrees, severally (and not jointly or jointly and severally), to exercise its Rights pursuant to the Rights Offering so as to subscribe for and purchase on the Effective Date, and the Company agrees to cause Holdings to sell and issue pursuant to the Rights Offering, at the aggregate Purchase Price therefor, such Backstop Party's Backstop Pro Rata Securities as set forth in Schedule 1 (the "Backstop Party Commitment") and (ii) Oaktree agrees to subscribe for and purchase on the Effective Date, and the Company agrees to cause Holdings to sell and issue, at the Aggregate Purchase Price therefor, all Unsubscribed Securities (which Unsubscribed Securities represent only those Offered Securities not subscribed for pursuant to the Rights Offering by Eligible Holders other than the Backstop Parties) (the "Oaktree Commitment", and together with the Backstop Party Commitment, the "Backstop Commitment"); *provided*, that Oaktree shall have no obligation to purchase more than the number of Unsubscribed Securities set forth opposite Oaktree's name on Schedule 1 hereto.

(b) Subject to the entry of a Confirmation Order whose effectiveness has not been stayed, Holdings will issue to the Backstop Parties an aggregate backstop commitment fee of 1,450,000 shares of 15% Preferred Stock, representing one percent (1%) of the total of (A) the Backstop Party Commitment and (B) the Deposit (the "Backstop Fees"), distributed as set forth next to each such Backstop Party's name on Schedule 1, to compensate each such Backstop Party for the risk of its undertakings herein. Subject to entry of the Confirmation Order, the Backstop Fees will be payable on the Effective Date, upon the issuance of the Offered Securities, and will be nonrefundable when paid. The Backstop Parties agree that they shall not be entitled to any fee or payment other than as provided in this Section 2(b) and Section 2(c) in connection with the Backstop Commitment or Oaktree Commitment, as applicable, or this Agreement and hereby irrevocably waive all rights to other fees and payments from any Debtor, any of their respective affiliates or the Company in connection with the Backstop Commitment or Oaktree Commitment, as applicable.

(c) The Company will reimburse or pay, as the case may be, the reasonable and documented out-of-pocket expenses of the Backstop Parties, including the reasonable and documented fees and expenses of Houlihan Lokey, financial advisors to the Backstop Parties, Latham & Watkins LLP, legal advisor to the Backstop Parties, McKool Smith, legal advisor to the Backstop Parties, Cole, Schotz, Meisel, Forman & Leonard, P.A., Delaware legal advisor to Backstop Parties, and Navigant Consulting, Inc. (together with Houlihan Lokey, Latham & Watkins LLP, McKool Smith, and Cole, Schotz, Meisel, Forman & Leonard, the "Backstop Parties Professionals"), and any reasonable fees and expenses in connection with obtaining all required governmental, regulatory and third-party approvals and/or consents in connection with the Restructuring (collectively, "Transaction Expenses"). As long as no Company Termination Event (as defined in the Support Agreement) has occurred and the Support Agreement remains in full force and effect the Company agrees that it shall continue to pay promptly the reasonable, actual and documented fees and expenses of the Backstop Parties Professionals from and after the commencement (and through the conclusion) of the Chapter 11 Cases and through the consummation of the Plan. These obligations are in addition to, and do not limit, the Company's obligations under Section 8. The provision for the payment of the Transaction Expenses (i) is an integral part of the transactions contemplated by this Agreement, and without this provision, the Backstop Parties would not

have entered into this Agreement and (ii) shall constitute an administrative expense of the Company under sections 503(b) and 507(a) of the Bankruptcy Code.

(d) As promptly as practicable, but in any event at least four (4) Business Days prior to the Effective Date, the Company will provide the Purchase Notice or the Satisfaction Notice to Oaktree as provided above, setting forth a true and accurate determination of the aggregate number of Unsubscribed Securities; *provided*, that on the Effective Date Oaktree will purchase, and the Company will sell, only such number of Unsubscribed Securities as are listed in the Purchase Notice, without prejudice to the rights of Oaktree to seek later an upward or downward adjustment if the number of Unsubscribed Securities in such Purchase Notice is inaccurate.

(e) Delivery of the Unsubscribed Securities in connection with the Oaktree Commitment will be made by the Company to the account of Oaktree (or to such other accounts as Oaktree may designate in writing to the Company at least two Business Days prior to the Effective Date) at 9:00 a.m., New York City time, on the Effective Date against payment of the aggregate Purchase Price for the Unsubscribed Securities by wire transfer at least one (1) Business Day prior to the Effective Date of federal (same day) funds to the account specified by the Company to Oaktree at least two (2) Business Days in advance.

(f) All Unsubscribed Securities will be delivered with any and all issue, stamp, transfer or similar taxes or duties payable in connection with such delivery duly paid by the Company to the extent required under the Confirmation Order or applicable law.

(g) The documents to be delivered on the Effective Date by or on behalf of the parties hereto and the Unsubscribed Securities will be delivered at the offices of Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, California, 90071, Attention: Steven B. Stokdyk.

(h) Notwithstanding anything to the contrary in this Agreement, Oaktree, in its sole discretion, may designate in writing at least two (2) Business Days prior to the Effective Date that some or all of the Offered Securities be issued in the name of, and delivered to, one or more of its affiliates or another Eligible Holder, or, with the consent of the Required Backstop Parties, designate that some or all of the Offered Securities be issued in the name of and delivered to a third party.

(i) No Backstop Party shall have any liability for the Backstop Commitment of any other Backstop Party.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Backstop Parties as follows:

(a) Organization; Powers; Subsidiaries. Each of Holdings, Rural/Metro, and its Subsidiaries is duly organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdictions) under the laws of the jurisdiction of its organization, has the corporate or other organizational power and authority to carry on its business as now conducted and as proposed to be conducted and subject to Bankruptcy Court approval to execute, deliver and perform its obligations under this Agreement and to effect the transactions contemplated thereby and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

(i) Unless otherwise agreed to by the Required Backstop Parties, at the Effective Date, Holdings shall have authorized for issuance 1,200,000,000 shares of common stock and 500,000,000 shares of 15% Preferred Stock. At the Effective Date, after giving effect to the distributions under the Plan, the purchase of Offered Securities pursuant to the Rights Offering, the purchase and issuance of Offered Securities under this Agreement and the issuance of 15% Preferred Stock as payment of Backstop Fees, there will be issued and outstanding 192,857,143 shares of common stock (subject to adjustments for rounding purposes), 136,450,000 shares of 15% Preferred Stock, and options to purchase 21,428,571 shares of common stock and 15,161,111 shares of 15% Preferred Stock issued under the Company's equity incentive plan. Except as set forth in the preceding sentence, at the Effective Date (A) there will not be issued or outstanding any shares of capital stock of Holdings, or any options, right, warrants, convertible or exchangeable securities or other instruments obligating Holdings to issue, or Holdings to cause to be issued, any shares of capital stock of Holdings and (B) there will not be any contracts, agreements or other arrangements obligating Holdings to issue, or Holdings to cause to be issued, or entitling any person to purchase, any shares of capital stock of Holdings.

(ii) Schedule 3(a)(ii) sets forth the name of, and the ownership interest of Holdings and each Subsidiary in, each Subsidiary of Holdings.

(b) Due Authorization.

(i) Upon entry by the Bankruptcy Court of the Confirmation Order, the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Company.

(ii) The distribution of the Rights and issuance of the New Preferred Stock and Additional Stock on the Effective Date will have been duly and validly authorized by all necessary corporate action of the Company.

(iii) Subject to entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rule 3020(e), on the Effective Date, the Debtors will have the requisite corporate or other entity power and authority to execute the Plan and to perform their obligations thereunder, and will have taken all necessary corporate or other entity actions required for the due authorization, execution, delivery and performance by the Debtors of the Plan.

(c) Binding Obligation.

(i) Upon entry by the Bankruptcy Court of the Confirmation Order, this Agreement has been duly executed and delivered by the Company and, upon entry by the Bankruptcy Court of the Confirmation Order, is the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(ii) Subject to the entry of the Confirmation Order and the occurrence of the Effective Date, the Offered Securities, when issued and sold by the Company pursuant to the valid exercise of Rights or issued and sold to Oaktree hereunder, will, when issued and delivered against payment therefor in the Rights Offering or to Oaktree hereunder, be duly and validly issued, fully paid

and non-assessable, and free and clear of all Liens, and shall not be subject to any pre-emptive or similar rights.

(iii) The Plan will be duly and validly filed with the Bankruptcy Court by the Debtors and, upon the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rule 3020(e), will constitute the valid and binding obligation of the Debtors, enforceable against the Debtors in accordance with its terms, subject to general equitable principles.

(d) No Conflict. Subject to the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, and except as set forth on Schedule 3(d), the distribution of the Rights, the issuance, sale and delivery of New Preferred Stock and Additional Stock upon exercise of the Rights and the Oaktree Commitment, the payment of the Backstop Fees and the consummation of the Rights Offering by Holdings and the execution and delivery (or, with respect to the Plan, the filing) by the Company of this Agreement and the Plan and compliance by the Debtors and Holdings with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein do not and will not (i) violate (A) any provision of any law or any governmental rule or regulation applicable to the Company or any of its Subsidiaries, (B) any of the Organizational Documents of the Company or any of its Subsidiaries, or (C) any order, judgment or decree of any court or other agency of government binding on the Company or any of its Subsidiaries; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation binding upon the Company or any of its Subsidiaries; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of the Company or any of its Subsidiaries (other than any Liens created under the Exit Credit Agreement or the Exit LC Facility) or (iv) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of the Company or any of its Subsidiaries, except for such approvals or consents which will be obtained on or before the Effective Date and which are set forth on Schedule 3(d), except in any such case described in subclause (i)(A), (i)(C) or (ii) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Governmental Consents. Upon entry by the Bankruptcy Court of the Confirmation Order, the consummation of the transactions contemplated by this Agreement do not and will not require any filing or registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority, except for (i) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable; (ii) filings with respect to and the expiration or termination of the waiting period under the Hart Scott Rodino Antitrust Improvements Act of 1976 (15 U.S.C. §§ 15c-15h, 18a) (as amended, the "HSR Act"), if applicable, (iii) such registrations, consents, approvals, notices or other actions as may be reasonably required under state securities or "blue sky" laws in connection with the purchase of Unsubscribed Securities by Oaktree; and (iv) such registrations, consents, approvals, notices or other actions set forth on Schedule 3(e).

(f) No Registration Requirement. Based in part upon the representations and warranties of the Backstop Parties set forth in Section 4(g), none of the offer or issuance of the Rights, the offer or sale of the New Preferred Stock and the Additional Stock pursuant to the exercise of any of the Rights, the offer or sale of the New Preferred Stock and the Additional Stock to Oaktree or the payment of the Backstop Fees pursuant to this Agreement requires any registration of the New Preferred Stock,

Additional Stock, Rights or Backstop Fees under the Securities Act, any state securities or "blue sky" laws or any foreign securities laws. No form of general solicitation or general advertising was used or will be used in connection with the offering or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees and none of Rural/Metro, Holdings, or any of their Subsidiaries, or anyone acting on its or their behalf has taken or will take any action that would render unavailable the exemption from registration provided by section 1145 of the Bankruptcy Code or Section 4(2) of the Securities Act or otherwise subject the issuance or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any state securities or "blue sky" laws of any foreign securities laws (including, without limitation, offering the Rights, 15% Preferred Stock or Additional Stock for sale to, or soliciting any offer to buy any of the same from, any person or under any circumstances that would render such exemption unavailable). None of Rural/Metro, Holdings, or any of their Subsidiaries, nor any person acting on its or their behalf, has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that could cause this offering of the Unsubscribed Securities to be integrated with any other offerings by the Company for purposes of the Securities Act, nor will the Company or its affiliates take any action or steps that could cause the offering of the New Preferred Stock and Additional Stock or the payment of the Backstop Fees to be integrated with other offerings.

(g) Compliance with Statutes, Etc. Each of Rural/Metro, Holdings and their Subsidiaries is in material compliance with (i) its Organizational Documents and (ii) all requirements of law applicable to it or its property, other than any noncompliance as a result of the filing of the Chapter 11 Cases (and any payment default directly related to such filing), and except, in the case of clauses (ii) and (iii), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(h) No Defaults. None of Rural/Metro, Holdings nor any of their Subsidiaries is in default in the performance or observance of its material obligations or covenants contained in any of its Post-Petition Contractual Obligations other than as a result of the filing of the Chapter 11 Cases (and any payment default directly related to such filing), and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, would not reasonably be expected to have a Material Adverse Effect.

(i) Adverse Proceedings, Etc. Except for the Chapter 11 Cases, as set forth in Schedule 3(i) or for Adverse Proceedings brought or arising after the date hereof by any Person (other than any Governmental Authority) in the ordinary course consistent with past experience, there are no Adverse Proceedings, individually or in the aggregate, that have resulted or would reasonably be expected to result in liability to the Company and/or its Subsidiaries, individually or collectively, that will or would be reasonably expected to result in a set off or recoupment or require cash payment (via settlement or otherwise) of \$15,000,000 or more. Except for the Chapter 11 Cases or as set forth in Schedule 3(i), neither the Company nor any of its Subsidiaries is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(j) Employee Matters. Except as set forth in Schedule 3(j), neither the Company nor any of its Subsidiaries is engaged in any unfair labor practice that would reasonably be expected to have a



**Material Adverse Effect.** Except as set forth in Schedule 3(i), there is (i) no unfair labor practice complaint pending against the Company or any of its Subsidiaries, or to the knowledge of the Company, threatened against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against the Company or any of its Subsidiaries or to the knowledge of the Company, threatened against any of them, (ii) no strike or work stoppage in existence or threatened involving the Company or any of its Subsidiaries, and (iii) to the knowledge of the Company, no union representation question existing with respect to the employees of the Company or any of its Subsidiaries and, to the knowledge of the Company, no union organization activity that is taking place, except (with respect to any matter specified in clause (i), (ii) or (iii) above, either individually or in the aggregate) such as is not reasonably likely to have a Material Adverse Effect.

(k) Properties.

(i) Title. Each of Rural/Metro, Holdings and their Subsidiaries has, and upon consummation of the transactions contemplated hereby and by the Plan, on the Effective Date, will have (A) good, sufficient and legal title to (in the case of fee interests in real property), (B) valid leasehold interests in (in the case of leasehold interests in real or personal property), (C) valid licensed rights in (in the case of licensed interests in Intellectual Property) and (D) good title to (in the case of all other personal property), all of their respective properties and assets reflected in the most recent financial information delivered pursuant to Section 5(l), in each case, except for assets disposed of since the date of such financial statements in the ordinary course of business, and except which could not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens other than Permitted Liens.

(ii) Real Estate. Except as would not reasonably be expected to have a Material Adverse Effect, each of the Company's material leases is in full force and effect, and the Company does not have knowledge of any default that has occurred and is continuing thereunder, and each such agreement constitutes the legally valid and binding obligation of the Company and its Subsidiaries, enforceable against such Person in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(iii) Intellectual Property. Holdings, Rural/Metro, and their Subsidiaries own, license or possess the right to use, all Intellectual Property that is reasonably necessary for the operation of their businesses as currently conducted, without conflict with the Intellectual Property of any Person, except to the extent such conflicts, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No Intellectual Property used by Rural/Metro, Holdings or any of their Subsidiaries in the operation of its business as currently conducted infringes upon any rights held by any Person except for such infringements, individually or in the aggregate, which could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the Intellectual Property is pending or, to the knowledge of the Company, threatened against Rural/Metro, Holdings or any of their Subsidiaries, which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(l) Investment Company Act. Each of Rural/Metro, Holdings and their Subsidiaries are not, and immediately after giving effect to the offering and sale of the New Preferred Stock and Additional Stock and the application of the proceeds thereof, will not be, an "investment company" or an entity

"controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder.

(m) Employee Benefit Plan.

(i) Except as set forth on Schedule 3(m) or as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Employee Benefit Plan is in compliance with the applicable provisions of ERISA, the Internal Revenue Code and other federal or state laws.

(ii) Except as set forth on Schedule 3(m) or as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Employee Benefit Plan (other than premiums due and not delinquent under Section 4007 of ERISA), (iii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan and (iv) neither Holdings nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(n) Certain Fees. Except as set forth in engagement letters or retention agreements provided in the Support Agreement or approved by the Bankruptcy Court, no broker's or finder's fee or commission will be payable with respect to the transactions contemplated hereby, except any Backstop Fees payable to the Backstop Parties under this Agreement.

(o) Environmental Matters. Except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of Holdings, Rural/Metro or any of their Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has, to the knowledge of Holdings or Rural/Metro, become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability, (iv) has, to the knowledge of Holdings or Rural/Metro, any basis to reasonably expect that Holdings, Rural/Metro or any of their Subsidiaries will become subject to any Environmental Liability, (v) has properties currently or, to the knowledge of Holdings, Rural/Metro or any of their Subsidiaries, formerly owned leased or operated by Holdings, Rural/Metro or any of their Subsidiaries that contain any Hazardous Materials in amounts or concentrations which constitute a violation of, require response or other corrective action by Holdings, Rural/Metro or any of their Subsidiaries under applicable Environmental Laws and (vi) to the knowledge of Holdings or Rural/Metro, all Hazardous Materials transported from any property currently or formerly owned or operated by any of Holdings, Rural/Metro or any of their Subsidiaries for off-site disposal have been disposed of in a manner which would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(p) Historical Financial Statements.

(i) Except as set forth on Schedule 3(p)(i), the July-August Historical Financial Statements present fairly in all material respects the financial condition as of the end of such monthly

period and results of operations and cash flows of the Company and its Subsidiaries for such periods on a consolidated basis in accordance with GAAP consistently applied, subject to the qualifications set forth in such financials or notes thereto, any certificate provided prior to the date hereof pursuant to the DIP Credit Agreement in connection with the Company's delivery of the July-August Historical Financial Statements (to the extent a copy thereof has been made available to the Backstop Parties prior to the date hereof) and year-end audit adjustments for past, current and future periods (which may be material, include restatements and take into account the status of the reporting systems of Holdings and its Subsidiaries), implementation of Statement of Position 90-7, Financial Reporting by Entities in Reorganization ("SOP 90-7") under the Bankruptcy Code and the absence of footnotes.

(ii) Notwithstanding the exceptions and qualifications set forth in Section 3(p)(i) above, the cumulative total net revenue for the five-month period ended August 31, 2013, as set forth in the schedule attached as Schedule 3(p)(ii) hereto, presents fairly in all material respects the cumulative total net revenue for the five-month period ended August 31, 2013 of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

(q) No Other Representations and Warranties. Except for the representations and warranties contained in Section 3 of this Agreement as qualified by the attached Schedules, the Company does not make any other express or implied representation or warranty under or in connection with this Agreement and the Company hereby disclaims any such other representation or warranty with respect to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

4. Representations and Warranties of the Backstop Parties. Each of the Backstop Parties, severally and not jointly, represents and warrants to, and agrees, with respect to itself only, with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof and as of the Effective Date:

(a) Organization. Each such Backstop Party has been duly incorporated or formed, as the case may be, and is validly existing as a corporation, a limited partnership, a limited liability company or other business organization, as the case may be, in good standing under the laws of its jurisdiction of incorporation or organization.

(b) Corporate Power and Authority. Each such Backstop Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) Execution and Delivery. This Agreement has been duly and validly executed and delivered by each such Backstop Party and constitutes its valid and binding obligation, enforceable against such Backstop Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(d) No Conflicts. The execution, delivery, and performance by each such Backstop Party of this Agreement does not and shall not (i) violate any provision of its Organizational Documents or any law, rule, or regulation applicable to it or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its Organizational Documents.

(e) Legal Proceedings. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that could reasonably be expected to adversely affect each such Backstop Party's ability to enter into this Agreement or perform its obligations hereunder.

(f) Consents and Approvals. No consent, approval, order, authorization, registration or qualification of or with any court or governmental agency or body having jurisdiction over each such Backstop Party or such Backstop Party's affiliates, is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for any consent, approval, order or authorization required under the Bankruptcy Code.

(g) Sufficiency of Funds. Each such Backstop Party has, or is the investment advisor or investment manager for entities that have, and on the Effective Date will have or is the investment advisor or investment manager for entities that will have, sufficient immediately available funds to make and complete the payment of the aggregate Purchase Price for the Unsubscribed Securities or its portion of the Backstop Pro Rata Securities, as applicable, and the availability of such funds is not subject to the consent, approval or authorization of any third party.

(h) Sophistication and Investment Intent. Each such Backstop Party has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the New Preferred Stock and Additional Stock, and has so evaluated the merits and risks of such investment. Each such Backstop Party is, as of the date hereof and will be as of the Effective Date, an "accredited investor" within the meaning of Rule 501(a) under the Securities Act or a non-United States entity with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Offered Securities. Each such Backstop Party understands and is able to bear any economic risks associated with such investment (including, without limitation, the complete loss of such investment). Each such Backstop Party is acquiring the New Preferred Stock and Additional Stock in good faith solely for its own account or accounts managed by it, for investment and not with a view toward distribution in violation of the Securities Act. Each Backstop Party acknowledges that the Company will rely upon the truth and accuracy of the foregoing as well as the other representations, warranties and other agreements of each such Backstop Party in connection with the transactions described in this Agreement.

(i) Information. Each such Backstop Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company and to obtain additional information. Notwithstanding the foregoing, nothing contained herein will operate to modify or limit in any respect the representations and warranties of the Company or to relieve the Company from any obligations to each such Backstop Party for breach thereof or the making of misleading statements or the omission of material facts in violation of applicable law in connection with the transactions contemplated herein.

(j) No Broker's Fees. Such Backstop Party is not a party to any contract, agreement or understanding with any Person (other than this Agreement and the Engagement Letter) that would give rise to a valid claim against the Company or any of its Subsidiaries or the Backstop Parties for a brokerage commission, finder's fee or like payment (other than any Backstop Fees payable under this Agreement) in connection with the offering and sale of the Rights or the Offered Securities.

(k) Arm's Length. Each such Backstop Party acknowledges and agrees that the Company is acting solely in the capacity of an arm's length contractual counterparty to each such Backstop Party with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering). Additionally, each such Backstop Party is not relying on the Company for any legal, tax, investment, accounting or regulatory advice in any jurisdiction, except as specifically set forth in this Agreement. Each such Backstop Party shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby.

(l) Investigation. The Backstop Parties have conducted their own independent review and analysis of the business, operations, technology, assets, liabilities, results of operations, financial condition and prospects of the Company, and acknowledge that Company has provided the Backstop Parties with access to the personnel, properties, premises and records of the Company for this purpose, and, in entering into this Agreement, the Backstop Parties have relied upon their own investigation and analysis; provided that such investigation, review and analysis shall not affect the express representations, covenants or obligations of the Company in this Agreement. The Backstop Parties (a) acknowledge that, except for the specific representations and warranties of the Company contained in Section 3 hereof, the Backstop Parties are not relying upon (and no person shall have any liability or obligation with respect to) any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information (including, any projections, estimates or other forward-looking information) provided or otherwise made available to the Backstop Parties or any of their directors, officers, employees, affiliates, controlling persons, agents or representatives and (b) agree, to the fullest extent permitted by law, that the Company and its directors, officers, employees, affiliates, controlling persons, agents or representatives shall not have any liability or responsibility whatsoever to the Backstop Parties or any of their members, managers, directors, officers, employees, affiliates, controlling persons, agents or representatives on any basis (including, in contract or tort, under federal or state securities laws or otherwise) for any act or omission, or any information provided or made available, or statements made, on or following July 24, 2013, except for (A) actual fraud or intentional misrepresentation or (B) as and only to the extent expressly set forth herein with respect to the specific representations and warranties of the Company contained in Section 3 hereof and subject to the limitations and restrictions contained herein. This paragraph does not affect claims or rights that are already possessed by the Backstop Parties or anyone else against any party, including the parties to this agreement, including, but not limited to, claims or rights based on matters, omissions or statements made by or to anyone prior to the negotiation of the Support Agreement, or that are based in whole or in part on any matter relating to any investment in notes or debt issued by Rural/Metro or its affiliates, even if those claims or rights are proven or demonstrated by the information received under this agreement.

5. Additional Covenants of the Company. The Company agrees with the Backstop Parties:

(a) Support Agreement. The Company will fully comply in all material respects with the terms of the Support Agreement, including the agreements and covenants set forth in Section 1 thereto, and its obligations under the Term Sheet.

(b) Rights Offering. The Company will cause Holdings to effectuate the Rights Offering as provided herein and to use commercially reasonable efforts to seek entry of an order of the Bankruptcy Court, prior to the commencement of the Rights Offering, authorizing the Company, Holdings and the other Debtors to conduct the Rights Offering and consummate the transactions contemplated thereby

pursuant to the securities laws registration exemptions permitted by section 1145 of the Bankruptcy Code and the provisions set forth in section 4(2) of the Securities Act.

(c) Notification. The Company will use commercially reasonable efforts to notify, or cause Holdings or the Subscription Agent to notify, on a weekly basis during the Rights Exercise Period and on a more frequent basis if reasonably requested by the Required Backstop Parties during the week prior to the Expiration Time (and any extensions thereto), each Backstop Party of the aggregate principal amount of Rights known by the Company or the Subscription Agent to have been exercised pursuant to the Rights Offering as of the close of business on the preceding Business Day before such notification is given.

(d) Unsubscribed Securities. The Company will determine, or instruct Holdings or the Subscription Agent to determine, the number of Unsubscribed Securities, if any, in good faith, and to provide, or instruct Holdings or the Subscription Agent to provide the Purchase Notice or the Satisfaction Notice that reflects the principal amount of Unsubscribed Securities as so determined and to provide to Oaktree, such written backup to the determination of the Unsubscribed Securities as Oaktree may reasonably request.

(e) Use of Proceeds. The Company will cause Holdings to apply the net proceeds from the sale of the New Preferred Stock and Additional Stock to repay the DIP Loan and make the Prepayment as provided in the Term Sheet.

(f) Required Consents and Approvals. The Company and Holdings will use commercially reasonable efforts to make the notifications and obtain the necessary consents and approvals set forth on Schedule 5(f).

(g) Stock Splits, Dividends, etc. In the event of any stock split, stock dividend, stock combination or similar transaction affecting the number of issued and outstanding shares of Holdings' common stock prior to the Effective Date, the Purchase Price and the number of Unsubscribed Securities to be purchased hereunder will be proportionally adjusted to reflect the increase or decrease in the number of issued and outstanding shares of Holdings' common stock.

(h) HSR and Other Competition Law. The Company and Holdings shall use their commercially reasonable efforts to promptly prepare and file all necessary documentation and to effect all applications that are necessary or reasonably required under the HSR Act similar laws of any relevant foreign jurisdiction, if any, so that (A) the applicable waiting period, if any, shall have expired or been terminated thereunder with respect to the issuance of Offered Securities hereunder, and (B) all transactions contemplated hereby and pursuant to the Plan shall have been approved, if required, and not to take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals reasonably required for the transactions contemplated by this Agreement.

(i) Form D and Blue Sky. The Company will timely file, or cause Holdings to timely file, a Form D with the Commission with respect to the Unsubscribed Securities to the extent required under Regulation D of the Securities Act and to provide, upon request, a copy thereof to each Backstop Party. The Company shall, or shall cause Holdings to, on or before the Effective Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Unsubscribed Securities for, sale to Oaktree at the Effective Date pursuant to this Agreement under applicable securities and "blue sky" laws of the states of the United States (or to obtain an exemption

from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to Oaktree on or prior to the Effective Date. The Company shall make all timely filings and reports relating to the offer and sale of the Unsubscribed Securities required under applicable securities and "blue sky" laws of the states of the United States following the Effective Date. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5(i).

(j) Conduct of Business.

(i) Except (x) as otherwise expressly contemplated by this Agreement, the Plan or the Term Sheet, (y) with the prior written consent of the Required Backstop Parties, or (z) as set forth on Schedule 5(j), from the date hereof until the Effective Date, Rural/Metro and Holdings shall, and shall cause each of their Subsidiaries to, use their commercially reasonable efforts to operate Rural/Metro, Holdings, and their respective Subsidiaries' facilities and to conduct the business in substantially the same manner as conducted by such entities prior to the date hereof, including by using their commercially reasonable efforts to (A) meet all material postpetition obligations relating to the business as they become due and (B) preserve intact its material permits and relationships with key customers.

(ii) Without limiting the generality of the foregoing, and subject to the rights of Holdings, Rural/Metro and their Subsidiaries under Section 9 of the Support Agreement, except (x) as otherwise expressly contemplated by this Agreement, the Plan or the Term Sheet, (y) with the prior written consent of the Required Backstop Parties not to be unreasonably withheld or delayed (it being understood and agreed that if the Required Backstop Parties do not respond within five (5) Business Days upon receipt of a written request for consent, they shall be deemed to have given their written consent), or (z) as set forth on Schedule 5(j), from the date hereof until the Effective Date, Rural/Metro and Holdings shall not, and shall cause each of their Subsidiaries not to, do any of the following:

(A) offer, issue, deliver, sell, pledge or otherwise encumber or subject to any lien (other than a Permitted Lien) the capital stock or other equity interests of Rural/Metro, Holdings or any of their Subsidiaries, or securities convertible into or exchangeable for, or any rights, warrants, options to acquire, any such shares of capital stock or other equity interest in any such entity;

(B) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other manner, any business of another person;

(C) sell, assign, license, transfer, convey, lease, encumber or subject to any lien (other than a Permitted Lien or any lien that will be released on or prior to the Effective Date) or otherwise dispose of any asset having a fair market value in excess of \$1,000,000, other than in connection with the Granite Facility Sale or the Valeant Headquarters Lease;

(D) with respect to senior officers and senior executives of Rural/Metro, Holdings or any of their Subsidiaries, except as may be required by applicable laws or any benefit plan of Rural/Metro, Holdings or any of their Subsidiaries, (1) grant any increase or acceleration in compensation or benefits, except in the ordinary course of business, or grant any equity awards; (2) grant any increase in severance or termination pay (including the acceleration in the exercisability of any options or in the vesting of shares of common stock (or other property)), except in the ordinary course of business; (3) enter into any employment, deferred compensation, severance or termination agreement with or for the

benefit of any such senior officer or senior executive or anyone who upon hire, would become any such senior officer or senior executive; or (4) terminate the employment of any such senior officer or senior executive except due to cause, death, disability or as otherwise determined in the reasonable discretion of the Debtors exercising their business judgment; *provided*, that the Debtors shall promptly inform the Backstop Parties of any termination of any senior officer or senior executive promptly after the termination becomes effective;

(E) adopt or propose any amendments to (i) any of Rural/Metro's or Holding's Organizational Documents or other governing documents or (ii) other than in the ordinary course of business, Organizational Documents or other governing documents of any of the Subsidiaries of Rural Metro or Holdings;

(F) except for obligations incurred under the DIP Credit Agreement and the DIP LC Facility, incur, create, assume, guarantee or otherwise become liable for any obligation for borrowed money, purchase money indebtedness or any debt obligations of any other Person, in excess of \$1,000,000 in the aggregate, except for trade payables incurred in the ordinary course of business; or

(G) agree to take any of the foregoing actions.

(k) Access to Information. Subject to applicable law and existing confidentiality agreements between the parties, the Company shall (and shall cause its Subsidiaries to) afford the Backstop Parties and their respective directors, officers, employees or authorized representatives, upon reasonable advance notice reasonable access (in a manner so as not to interfere with the normal business operations of the Company and its Subsidiaries) during normal business hours, throughout the period prior to the Effective Date, to its employees, properties, books, contracts and records and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to the Backstop Parties all information concerning its business, properties and personnel as may reasonably be requested by any Backstop Party; *provided*, that the foregoing shall not require the Company (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause or would be reasonably likely to cause the Debtors to violate any of their obligations with respect to confidentiality to a third party or breach any fiduciary duties; (ii) to disclose any privileged information of the Company or any of its Subsidiaries; or (iii) to violate any laws; *provided, further*, that if the Company withholds any information pursuant to subclause (i) through (iii) above, it shall notify the legal advisor of the Backstop Parties of such action. In addition to the foregoing, the Company shall provide to Navigant Consulting, Inc. the information contemplated by the draft engagement letter provided to the Company on the date hereof.

(l) Financial Statements and Other Reports. From and after the date hereof and until the Effective Date, the Company shall provide to each Backstop Party the same information as and when it is required to deliver (without giving effect to any amendment thereof or waiver thereto or any rights to extend any delivery date set forth in the DIP Credit Agreement), pursuant to Section 5.01 of the DIP Credit Agreement, to the Administrative Agent and Lenders under such agreement. Any Interim Financial Statements delivered pursuant to this Section 5(l) shall be delivered with the same financial officer certification (which shall be delivered on behalf of the Company and not individually) required under the DIP Credit Agreement (i.e. that present fairly in all material respects the financial condition as of the end of and for such monthly period and such portion of the fiscal year and results of operations and cash flows of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to year-end adjustments (which may be material, include restatements and



take into account the status of the reporting systems of Holdings and its Subsidiaries), implementation of SOP 90-7 and the absence of footnotes).

6. Additional Covenants of the Backstop Parties. Each of the Backstop Parties, severally and not jointly, agrees with the Company, with respect to itself only:

(a) Information. To promptly provide the Company with such information as the Company reasonably requests regarding such Backstop Parties for inclusion in the Disclosure Statement.

(b) HSR Act. If required, to use reasonable best efforts to promptly prepare and file all necessary documentation and to effect all applications that are necessary or reasonably required under the HSR Act or similar laws in relevant foreign jurisdictions, so that the applicable waiting period shall have expired or been terminated thereunder with respect to the purchase of Offered Securities hereunder, and not to take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the transactions contemplated by this Agreement.

7. Conditions.

(a) Conditions to the Obligations of Each Party. The obligation of the Company, on the one hand, to effect the issuance and the Backstop Parties, on the other hand, to purchase the Unsubscribed Securities or the Backstop Pro Rata Securities, respectively, pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Conditions to Confirmation. The conditions to confirmation and the conditions to the Effective Date of the Plan shall have been satisfied or waived in accordance with the Plan.

(ii) Documentation. The Company and the Backstop Parties shall have received all the documentation necessary to consummate the transactions contemplated hereby and an officers' certificate of the Company certifying as to the satisfaction of Section 7(b)(i) hereof and other documents and certificates as the Company and the Backstop Parties may reasonably require, each duly executed and in form and substance reasonably satisfactory to the Company and the Backstop Parties.

(iii) Rights Offering. The Expiration Time shall have occurred.

(iv) No Restraint. No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Rights Offering or the transactions contemplated by this Agreement.

(v) HSR Act; Regulatory Approvals. If the purchase of Unsubscribed Securities by Oaktree pursuant to this Agreement is subject to the terms of the HSR Act or similar laws of any relevant foreign jurisdiction, the applicable waiting period shall have expired or been terminated thereunder with respect to such purchase.

(vi) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued in each by any federal, state or foreign governmental or regulatory authority that, as of the Effective Date, prohibits the issuance or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees pursuant to this Agreement; and no injunction or order of any federal, state or foreign court shall have been issued that, as

of the Effective Date, prohibits the issuance or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees pursuant to the Agreement.

(vii) Consents. All governmental and third party notifications, filings, consents, waivers and approvals required in connection with the consummation of the Plan set forth on Schedule 5(f) to be made or obtained prior to the Effective Date shall have been made, obtained or waived.

(b) Conditions to the Obligations of Oaktree and the Backstop Parties. The obligation of Oaktree to purchase the Unsubscribed Securities, and the Backstop Parties to subscribe for and purchase the Backstop Pro Rata Securities pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Representations and Warranties and Covenants.

(A) The representations and warranties of the Company set forth in this Agreement (except for the representations and warranties set forth in the first sentence of Section 3(i) and in Section 3(p)(ii)), including the representations incorporated by reference (disregarding all qualifications and exceptions contained therein regarding materiality or Material Adverse Effect) shall be true and correct on the date hereof or such other date as specifically stated herein and on the Effective Date as if made on such date, except, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(B) The representations and warranties set forth in the first sentence of Section 3(i) and in Section 3(p)(ii) shall be true and correct on the date hereof and on the Effective Date as if made on such date. In addition, the Backstop Parties shall have received a certificate from a financial officer of the Company, on behalf of the Company and not individually, (i) setting forth the amount of the cumulative total net revenue of the Company and its Subsidiaries on a consolidated basis for the period beginning April 1, 2013 and ending on the last day of the month for which Interim Financial Statements must be delivered pursuant to Section 5(l), and (ii) certifying that such cumulative total net revenue presents fairly in all material respects the cumulative total net revenue for the period beginning April 1, 2013 and ending on the last day of the month for which Interim Financial Statements must be delivered pursuant to Section 5(l) of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

(C) The Company shall have complied in all material respects with all of its material obligations hereunder and under any other agreement entered into by the Company pursuant to the Plan.

(ii) Approval of Plan. Except as otherwise approved in writing by the Required Backstop Parties, (A) the Plan (1) shall be consistent in all material respects with this Agreement and the Term Sheet and otherwise reasonably acceptable to the Required Backstop Parties, (2) shall provide for mutual release and exculpation provisions of the Company and the Backstop Parties, their affiliates, representatives and advisors to the fullest extent permitted under applicable law and in such form reasonably acceptable to the Company and the Required Backstop Parties, and (3) shall have conditions to confirmation and the Effective Date (and to what extent any such conditions can be waived and by whom) that are consistent with this Agreement and the Term Sheet in all material respects; (B) the Disclosure Statement shall be consistent in all material respects with this Agreement and the Plan; (C) the

Confirmation Order shall be consistent in all material respects with this Agreement and the Plan; and (D) any amendments or supplements to any of the foregoing shall be consistent in all material respects with this Agreement and the Plan.

(iii) Term Sheet Documentation. All documents referenced in the Term Sheet (including but not limited to the Exit LC Facility, Backstop Term Loan, DIP Credit Agreement, DIP LC Facility and the Exit Credit Agreement) or necessary to effectuate the transactions contemplated thereby shall be consistent in all material respects with the terms thereof and otherwise in form and substance acceptable to the Required Backstop Parties in their reasonable discretion; *provided* that it is understood and agreed that no document or agreement, including without limitation, the Exit LC Facility, the Backstop Term Loan or the Exit Credit Agreement shall contain any requirement that the Company obtain or maintain any credit rating for itself or any of its debt (and this condition shall not be satisfied to the extent any such document or agreement (or related document) contains any such requirement).

(iv) Performance Requirements. As of the Effective Date:

(A) Cumulative EBITDAR, calculated in the manner described in Exhibit C to the Term Sheet, for the period from July 1, 2013 through October 31, 2013 shall not be less than 80% of the EBITDAR projected for such entire four-month period as set forth in the projections set forth in Exhibit D to the Term Sheet; and

(B) Unrestricted cash of the Company and its Subsidiaries, after giving pro forma effect to the issuance of the New Preferred Stock and Additional Stock, the use of proceeds thereof and the consummation of all other transactions to occur on the Effective Date, all as contemplated by or in accordance with the Plan, shall not be less than \$20,000,000;

*provided, however*, that the Required Backstop Parties shall be required to provide written notice to the Company of their exercise of the right to not purchase the Unsubscribed Securities and not subscribe for and purchase the Backstop Pro Rata Securities due to the failure of this condition no later than the earlier of (I) the date of the commencement of the confirmation hearing and (II) December 20, 2013, in order for this condition to the Backstop Parties' obligations to be deemed unsatisfied; *provided, further*, that, without any waiver of any rights or remedies that the Secured Lenders may have to the Deposit or against the Backstop Parties for breach of their obligations hereunder, if the Backstop Parties fail to close the transactions contemplated by this Agreement solely due to the Debtors' non-compliance with the requirements of this Section 7(b)(iv), or as a result of a breach of such Backstop Parties' obligations set forth herein, the Backstop Parties agree to vote in favor of and to otherwise support a Chapter 11 plan that is supported by the Consenting Secured Lenders and voted for by the requisite number and dollar amount of claims in the class in which the Consenting Secured Lenders are members.

(v) Corporate Documents. The Organizational Documents of Holdings, including a Certificate of Designations setting forth the powers, privileged and rights, and the qualifications, limitations or restrictions thereof in respect of the New Preferred Stock attached hereto as Exhibit A, shall be in effect in a form and substance acceptable to the Required Backstop Parties in their reasonable discretion.

(vi) Other Documentation. Except for documents described elsewhere in this Section 7(b), all other material documentation prepared in connection with the Plan, and any other material

documents, motions, pleadings, orders or the like prepared or filed in connection with the Chapter 11 Cases shall be in form and substance satisfactory to the Company and the Required Backstop Parties.

(vii) Purchase Notice. Oaktree's obligation to purchase the Unsubscribed Securities is conditioned upon Oaktree having received the Purchase Notice in accordance with Section 1(g), dated as of the Determination Date, stating the principal amount of Unsubscribed Securities to be purchased pursuant to the Backstop Commitment.

(viii) Fees. The Backstop Fees and the Transaction Expenses, to the extent not previously paid or reimbursed, shall have been paid or reimbursed in full pursuant to the terms of this Agreement.

(c) Conditions to the Obligations of the Company. The obligation of the Company to effect the purchase of the Unsubscribed Securities pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Aggregate Purchase Price. Oaktree shall have delivered to the Company, as the total aggregate purchase price for the Unsubscribed Securities, an amount of readily available (same day) funds denominated in United States Dollars equal to the product obtained by multiplying (A) the Purchase Price (as it may be adjusted in accordance with the terms hereof) and (B) the number of Unsubscribed Securities (as it may be adjusted in accordance with the terms hereof).

(ii) Representations and Warranties and Covenants. The representations and warranties of the Backstop Parties set forth in this Agreement shall be true and correct in all material respects on the date hereof and on the Effective Date as if made on such date. The Backstop Parties shall have complied in all material respects with all of their respective obligations hereunder (and shall have complied in all respects with their payment obligations hereunder) and the Company shall have received the aggregate proceeds from the Rights Offering, Oaktree Commitment and purchases by the Backstop Parties of the Offered Securities of Default Backstop Parties as set forth in Section 10, if any, of \$135,000,000 in the aggregate inclusive of the Deposit.

#### 8. Indemnification.

(a) Whether or not the Rights Offering is consummated or this Agreement is terminated, the Company shall indemnify the Backstop Parties and the respective Related Parties of each of the Backstop Parties (each such Person being called, an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee by any third party or by the Company, Holdings or any Subsidiary arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the Rights Offering, the Backstop Commitment, or the transactions contemplated hereby or thereby, including without limitation, payment of the Backstop Fees, distribution of Rights, purchase and sale of New Preferred Stock and Additional Stock in the Rights Offering and purchase and sale of Unsubscribed Securities pursuant to this Agreement, or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to the Agreement of their respective obligations hereunder or the consummation transactions contemplated hereby, or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company, Holdings or any Subsidiary and regardless of whether any Indemnitee is a

party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, costs or related expenses (x) resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment), (y) resulted from a material breach of the Agreement by such Indemnitee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (z) arise from disputes between or among Indemnitees that do not involve an act or omission by Holdings, the Company or any Subsidiary.

(b) To the extent permitted by applicable law, the Company shall not assert, and each hereby waives, any claim against any Indemnitee (i) for any direct or actual damages arising from the use by unintended recipients of information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems (including the Internet) in connection with this Agreement or the transactions contemplated hereby; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such direct or actual damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of, or a material breach of this Agreement by, such Indemnitee or its Related Parties or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby or the consummation of the transactions contemplated hereunder.

(c) All amounts due under this Section shall be payable not later than ten (10) Business Days after written demand therefor; provided, however, that any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 8.

9. Acknowledgements and Agreements of the Company. Notwithstanding anything herein to the contrary, the Company acknowledges and agrees that (a) the transactions contemplated hereby are arm's-length commercial transactions between the Company and the Debtors, on the one hand, and the Backstop Parties, on the other, (b) in connection therewith and with the processes leading to such transactions, each Backstop Party is acting solely as a principal and not the agent or fiduciary of the Company or the other Debtors or their estates, (c) the Backstop Parties have not assumed advisory or fiduciary responsibilities in favor of the Company or the other Debtors or their estates with respect to such transactions or the processes leading thereto and (d) the Company and the other Debtors have consulted their own legal and financial advisors to the extent they deemed appropriate.

10. Default by Backstop Party.

(a) If any Backstop Party defaults on its obligation to purchase the Offered Securities that it has agreed to purchase hereunder, each Default Backstop Party may in its discretion arrange for the purchase of a pro-rata portion of such Offered Securities by itself or other persons satisfactory to the other Default Backstop Parties on the terms contained in this Agreement.

(b) Nothing contained herein shall relieve a Backstop Party of any liability it may have to the Company for damages caused by its default.

11. Survival of Representations and Warranties. The representations and warranties made in this

Agreement will not survive the Effective Date.

12. Termination.

(a) This Agreement shall automatically terminate, unless waived in writing by the Company and the Required Backstop Parties in the event the Support Agreement shall have been terminated by any of the parties thereto for any reason; *provided*, that in the event the Support Agreement is terminated by the Debtors to accept a purchase offer or alternative plan of reorganization after the execution of this Agreement, the Debtors shall pay to the Backstop Parties a break-up fee of \$3,000,000 (the "Break-up Fee") in cash as an administrative expense of the Restructuring, to be paid to each Backstop Party *pro rata* based on the total number of Offered Securities subscribed by such Backstop Party in relation to the total amount of Offered Securities (including, in the case of Oaktree, any Unsubscribed Securities it has committed to purchase pursuant to this Agreement) based on Schedule 1; *provided, further*, that such Break-up Fee shall not be payable by the Debtors if the Debtors terminate the Support Agreement because (A) the Debtors determine, in the exercise of their reasonable business judgment, that the Plan is not feasible, (B) the Plan is unable to be confirmed solely as the result of the introduction of a condition to confirmation by the Consenting Noteholders that is outside of the control of the Debtors or (C) one or more Consenting Noteholders materially breach the Support Agreement or the Term Sheet such that non-breaching Consenting Noteholders, at any time, hold or control less than 66 2/3% of the principal amount of the Senior Notes.

(b) The Required Backstop Parties may terminate this Agreement:

(i) if the Company or any of the other Debtors has failed to meet any of the deadlines or milestones set forth in the Support Agreement and Term Sheet as in effect at the time, as may be extended in accordance with the terms therein;

(ii) if (A) the terms of any final document to be approved by the Backstop Parties pursuant to this Agreement, the Support Agreement or the Term Sheet does not reflect the economic terms set forth in, and otherwise conform in all material economic respects to, this Agreement, the Support Agreement and the Term Sheet as may be amended in accordance with the terms therein, (B) the Company has received written notice of such non-conformity, and (C) such non-conforming final document has not been amended to the satisfaction of each Backstop Party within ten (10) Business Days of the Company's receipt of the above notice;

(iii) if the Company has breached in any material respect its obligations under this Agreement, the Support Agreement or the Term Sheet and such breach is not cured (to the extent curable) within ten (10) Business Days after the giving of written notice by any Backstop Party to the Company of such breach; *provided*, that the Backstop Parties are not in material breach of their obligations under this Agreement; and *provided, further*, that if such breach by the Company under the Support Agreement or the Term Sheet is for obligations of the Company solely to the Consenting Secured Lenders and the Consenting Secured Lenders waive such breach, such breach by the Company shall not give rise to the right to terminate this Agreement;

(iv) if an order converting the Chapter 11 Case of any of the Debtors to a case under chapter 7 of the Bankruptcy Code is entered by the Bankruptcy Court and not withdrawn within ten (10) days;

(v) if any court of competent jurisdiction or other competent governmental or regulatory authority issues a ruling, determination, or order making illegal or otherwise preventing or prohibiting the consummation of the Plan substantially on the terms set forth in the Term Sheet and in this Agreement, including an order of the Bankruptcy Court denying confirmation of the Plan, which ruling, determination or order (A) has been in effect for 30 days and (B) is not stayed;

(vi) upon the entry of an order by the Bankruptcy Court appointing an examiner with enlarged powers relating to the operation of the material part of the business of the Debtors, taken as a whole (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code, or the entry of an order by the Bankruptcy Court appointing a trustee under section 1104 of the Bankruptcy Code and, in either case, such order (A) has been in effect for 30 days and (B) is not stayed;

(vii) upon the entry of an order dismissing one or more of the Chapter 11 Cases; and

(viii) if the Effective Date has not occurred on or prior to December 31, 2013 if the requirement for the Confirmation Order becoming final and non-appealable is waived, or January 7, 2014 if such requirement is not waived, or such later date as may be provided in any amendment or waiver to the Support Agreement.

(c) The Company may terminate this Agreement in accordance with the terms set forth in the Support Agreement, subject to payment of the Breakup Fee as provided in Section 12(a)(i), in cash, and the reimbursement of all expenses pursuant to Section 2(c), in each case prior to or contemporaneously with such termination.

(d) Upon termination under this Section 12, the covenants and agreements made by the parties herein under Sections 2(c), 9, 11 and 13 through 20 will survive indefinitely in accordance with their terms.

13. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(a) If to any of the Backstop Parties, at their respective addresses set forth on the signature pages hereto, with a copy to:

Latham & Watkins LLP  
355 South Grand Avenue  
Los Angeles, CA 90071-1560  
Attn: Steven B. Stokdyk, Esq.

(b) If to the Company, to:

Rural/Metro Corporation  
9221 E. Via De Ventura  
Scottsdale, Arizona 85258  
Attn: General Counsel

with a copy (which shall not constitute notice) to:

Willkie, Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019-6099  
Attn: Rachel C. Strickland  
David Boston

14. Assignment; Third Party Beneficiaries. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, this Agreement, or any Backstop Party's obligations hereunder, may be assigned, delegated or transferred, in whole or in part, by a Backstop Party to (i) any affiliate of such Backstop Party over which such Backstop Party or any of its affiliates exercises investment authority, including, without limitation, with respect to voting and dispositive rights, or (ii) any transferee of such Backstop Party's Rights in accordance with Section 1(c); *provided*, that any such assignee assumes the obligations of the Backstop Party hereunder, to the extent applicable, and agrees in writing to be bound by the terms of this Agreement in the same manner as the Backstop Party, as applicable, and that any such assignee shall be deemed to have consented to any actions the assignor may have made prior to such assignment. Notwithstanding the foregoing or any other provisions herein, no such assignment to an affiliate pursuant to clause (i) above will relieve the assigning Backstop Party of its obligations hereunder if such assignee fails to perform such obligations. Except as provided in Section 8 with respect to the Indemnified Parties, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Agreement. Notwithstanding the foregoing or any other provisions herein to the contrary, no Backstop Party may assign any of its rights or obligations under this Agreement, to the extent such assignment would affect the securities laws exemptions applicable to this transaction.

15. Prior Negotiations; Entire Agreement. This Agreement (including the exhibits hereto and the documents and instruments referred to in this Agreement, which are incorporated herein by reference and made part of this Agreement as if fully set forth herein) constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed between or among the parties hereto will continue in full force and effect. In the event of any inconsistencies between the Term Sheet and the operative provisions of this Agreement, the operative terms of this Agreement shall prevail.

16. GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF, AND



VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

18. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Backstop Parties or, in the case of a waiver, by the party hereto waiving compliance, and subject, to the extent required, to the approval of the Bankruptcy Court; *provided* that only the consent of the Required Backstop Parties shall be required to waive any failure of the Debtors to satisfy any of the conditions set forth in Section 7 or any other default by the Debtors hereunder; and *provided, further* that deadlines hereunder may be amended in writing (including by electronic mail) by counsel to the Company and the Backstop Parties. No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

19. Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

20. Specific Performance. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly, the parties hereto agree that, in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.


21. Non-Recourse. This Agreement may only be enforced against, and any action or proceeding based upon, arising out of, or related to this Agreement may only be brought against the Company and then only with respect to the specific obligations set forth herein with respect to the Company. Except for actual fraud or intentional misrepresentation, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, advisor, agent, attorney or representative of the Company shall have any liability for any obligations or liabilities of the Company or for any claim (whether in contract, in tort, at law or otherwise, or based on any theory that seeks to "pierce the corporate veil" or impose liability of an entity against its owners or affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, or by reason of, this Agreement or the transactions contemplated by this Agreement, including its negotiation and/or execution. This paragraph does not alter any party's rights with respect to claims or liabilities that existed prior to or independently of the negotiation and execution of this Agreement, including any claims whose damages may be impacted by the value of the consideration received by any party under this Agreement or the Plan.

*[Signature Page Follows]*

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon the acceptance hereof by you, this Agreement and such acceptance hereof will constitute a binding agreement between you and (subject to the approval of the Bankruptcy Court) the Company.

Very truly yours,

RURAL/METRO CORPORATION



By: \_\_\_\_\_

Name:

Title:

ARIZONA EMS HOLDINGS, INC.  
BEACON TRANSPORTATION, INC.  
BOWERS COMPANIES, INC.  
COM TRANS AMBULANCE SERVICE, INC.  
CORNING AMBULANCE SERVICE, INC.  
DONLOCK, LTD.

E.M.S. VENTURES, INC.  
EASTERN AMBULANCE SERVICE, INC.  
EASTERN PARAMEDICS, INC.

EMERGENCY MEDICAL TRANSPORT, INC.  
EMS VENTURES OF SOUTH CAROLINA, INC.

GOLD CROSS AMBULANCE SERVICE OF PA, INC.

GOLD CROSS AMBULANCE SERVICES, INC.

LASALLE AMBULANCE, INC.

MEDICAL EMERGENCY DEVICES AND  
SERVICES (MEDS), INC.  
MERCURY AMBULANCE SERVICE, INC.  
METRO CARE CORP.  
NATIONAL AMBULANCE & OXYGEN SERVICE,  
INC.  
NORTH MISS. AMBULANCE SERVICE, INC.  
PACIFIC AMBULANCE, INC.  
PROFESSIONAL MEDICAL TRANSPORT, INC.  
R/M ARIZONA HOLDINGS, INC.  
RMC CORPORATE CENTER, L.L.C.  
R/M MANAGEMENT CO., INC.  
R/M OF TENNESSEE G.P., INC.  
R/M OF TENNESSEE L.P., INC.  
RURAL/METRO (DELAWARE) INC.

RURAL/METRO CORPORATION (an Arizona  
corporation)  
RURAL/METRO CORPORATION OF FLORIDA

RURAL/METRO CORPORATION OF TENNESSEE  
RURAL/METRO FIRE DEPT., INC.

RURAL/METRO OF BREWERTON, INC.  
RURAL/METRO OF CALIFORNIA, INC.

RURAL/METRO OF NORTHERN OHIO, INC.  
RURAL/METRO OF OHIO, INC.  
RURAL/METRO OF OREGON, INC.  
RURAL/METRO OF ROCHESTER, INC.  
RURAL/METRO OF SAN DIEGO, INC.  
RURAL/METRO OF SOUTHERN CALIFORNIA,  
INC.  
RURAL/METRO OF SOUTHERN OHIO, INC.  
RURAL/METRO OPERATING COMPANY, LLC  
SAN DIEGO MEDICAL SERVICES ENTERPRISE,  
L.L.C.  
SIOUX FALLS AMBULANCE, INC.  
SOUTHWEST AMBULANCE AND RESCUE OF  
ARIZONA, INC.  
SOUTHWEST AMBULANCE OF CASA GRANDE,  
INC.  
SOUTHWEST AMBULANCE OF NEW MEXICO,  
INC.  
SOUTHWEST AMBULANCE OF SOUTHEASTERN  
ARIZONA, INC.  
SOUTHWEST AMBULANCE OF TUCSON, INC.

SOUTHWEST GENERAL SERVICES, INC.  
SW GENERAL INC.  
THE AID AMBULANCE COMPANY, INC.

THE AID COMPANY, INC.  
TOWNS AMBULANCE SERVICE, INC.  
VALLEY FIRE SERVICE, INC.  
WP ROCKET HOLDINGS, INC.  
W & W LEASING COMPANY, INC.

RURAL/METRO MID-SOUTH, L.P.  
By: R/M OF TENNESSEE G.P., INC.,  
its General Partner

RURAL/METRO INDIANA, L.P.  
By: THE AID AMBULANCE COMPANY., INC.,  
its General Partner

RURAL/METRO TENNESSEE, L.P.  
By: R/M OF TENNESSEE G.P., INC.,  
its General Partner

[Signature Page to Commitment Agreement]

RURAL/METRO OF CENTRAL ALABAMA, INC.  
RURAL/METRO OF CENTRAL COLORADO, INC.  
RURAL/METRO OF CENTRAL OHIO, INC.  
RURAL/METRO OF GREATER SEATTLE, INC.  
RURAL/METRO OF NEW YORK, INC.  
RURAL/METRO OF NORTHERN CALIFORNIA,  
INC.

By: 

Name: Stephen Farber

Title: Secretary of each of the foregoing entities


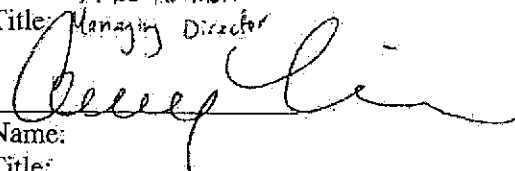
Accepted as of the date hercof:

OAKTREE PRINCIPAL FUND V, L.P.  
OAKTREE PRINCIPAL FUND V (PARALLEL), L.P.

By: Oaktree Principal Fund V GP, L.P.  
Its: General Partner

By: Oaktree Principal Fund V GP Ltd.  
Its: General Partner

By: Oaktree Capital Management, L.P.  
Its: Director


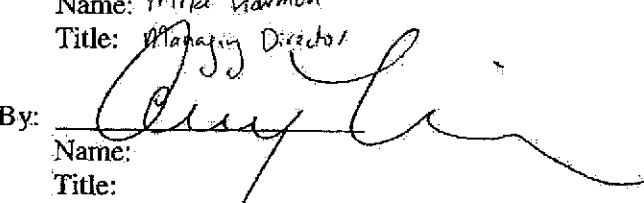
By:   
Name: Mike Harmon  
Title: Managing Director  
By:   
Name:  
Title:

OAKTREE FF INVESTMENT FUND, L.P.

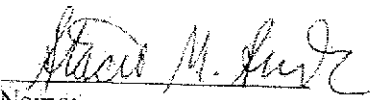
By: Oaktree FF Investment Fund GP, L.P.  
Its: General Partner

By: Oaktree FF Investment Fund GP Ltd.  
Its: General Partner

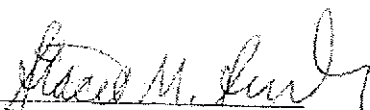
By: Oaktree Capital Management, L.P.  
Its: Director

By:   
Name: Mike Harmon  
Title: Managing Director  
By:   
Name:  
Title:

FIDELITY ADVISOR SERIES I: FIDELITY ADVISOR  
HIGH INCOME ADVANTAGE FUND

By:   
Name:  
Title: Stacie M. Smith  
Deputy Treasurer


FIDELITY PURITAN TRUST: FIDELITY  
PURITAN FUND

By:   
Name:  
Title: Stacie M. Smith  
Deputy Treasurer

MASTER TRUST BANK OF JAPAN LTD.

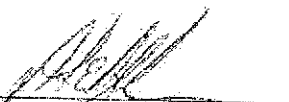
RE: FIDELITY US HIGH YIELD

By: Fidelity Management & Research Company  
Its: Investment Manager

By:   
Name:  
Title: Adrien Deberghes  
Authorized Signatory

FIDELITY FUNDS SICAV / FIDELITY FUNDS - US HIGH YIELD

By: Fidelity Management & Research Company  
Its: Investment Manager

By:   
Name:  
Title: Adrien Deberghes  
Authorized Signatory

FIDELITY AMERICAN HIGH YIELD FUND

By: Fidelity Investments Canada ULC,  
in its capacity as Trustee

By: Stacie M. Smith  
Name:  
Title: Stacie Smith  
Authorized Signatory

FIDELITY CANADIAN ASSET ALLOCATION FUND

By: Fidelity Investments Canada ULC,  
in its capacity as Trustee

By: Stacie M. Smith  
Name:  
Title: Stacie Smith  
Authorized Signatory

FIDELITY CANADIAN BALANCED FUND

By: Fidelity Investments Canada ULC,  
in its capacity as Trustee

By: Stacie M. Smith  
Name:  
Title: Stacie Smith  
Authorized Signatory

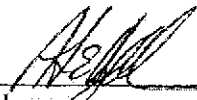
FIDELITY IT HIGH YIELD OPEN MOTHER

By: Fidelity Management & Research Company  
Its: Investment Manager


By: Stacie M. Smith  
Name:  
Title: Stacie Smith  
Authorized Signatory




FIDELITY SUMMER STREET TRUST:  
FIDELITY GLOBAL HIGH INCOME FUND

By:   
Name: \_\_\_\_\_  
Title: Adrien Deberghes  
Deputy Treasurer

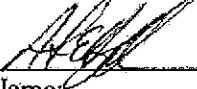
FIDELITY ADVISOR SERIES II: FIDELITY  
ADVISOR STRATEGIC INCOME FUND

By:   
Name: \_\_\_\_\_  
Title: Adrien Deberghes  
Assistant Treasurer

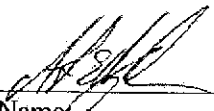
FIDELITY SUMMER STREET TRUST:  
FIDELITY CAPITAL & INCOME FUND

By:   
Name: \_\_\_\_\_  
Title: Adrien Deberghes  
Deputy Treasurer

FIDELITY SCHOOL STREET TRUST:  
FIDELITY STRATEGIC INCOME FUND


By:   
Name: \_\_\_\_\_  
Title: Adrien Deberghes  
Assistant Treasurer

VARIABLE INSURANCE PRODUCTS FUND V:  
STRATEGIC INCOME PORTFOLIO

By:   
Name: Adrien Deberghes  
Title: Assistant Treasurer

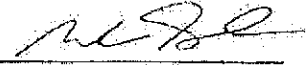
FIDELITY STRATEGIC INCOME FUND MOTHER

By: Fidelity Management & Research Company  
Its: Investment Manager

By:   
Name: Adrien Deberghes  
Title: Authorized Signatory

VISIUM BALANCED MASTER FUND, LTD.

By: Visium Asset Management, LP  
Its: Investment Manager

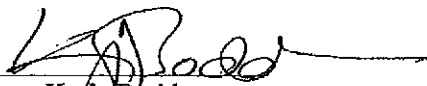
By:   
Name: Mark Gottlieb  
Title: Authorized Signatory

VISIUM CREDIT MASTER FUND, LTD.

By: Visium Asset Management, LP  
Its: Investment Manager

By:   
Name: Mark Gottlieb  
Title: Authorized Signatory

BREVAN HOWARD CREDIT CATALYST  
MASTER FUND LIMITED

By:   
Name: Karla Bodden  
Title: Director

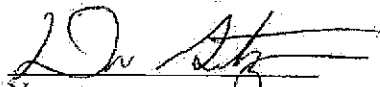
DG VALUE PARTNERS L.P.

By: DG Capital Management, LLC  
Its: Investment Manager

By:   
Name: **Dov Gertzulin**  
Title: **Managing Member**

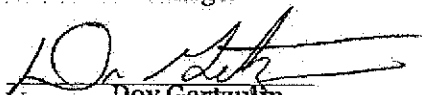
DG VALUE PARTNERS II MASTER FUND L.P.

By: DG Capital Management, LLC  
Its: Investment Manager

By:   
Name: **Dov Gertzulin**  
Title: **Managing Member**

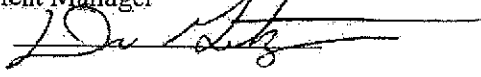
SPECIAL SITUATIONS LLC

By: DG Capital Management, LLC  
Its: Investment Manager

By:   
Name: **Dov Gertzulin**  
Title: **Managing Member**

SPECIAL SITUATIONS X LLC

By: DG Capital Management, LLC  
Its: Investment Manager

By:   
Name: **Dov Gertzulin**  
Title: **Managing Member**

**Attachment A to Commitment Agreement**

**Certain Definitions**

The following terms used herein, including in the preamble, recitals, exhibits and schedules hereto, shall have the following meanings:

**"Adverse Proceeding"** means any action, suit, proceeding, hearing (in each case, whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Company or any of its Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any environmental claims), whether pending or, to the knowledge of the Company or any of its Subsidiaries, threatened against or affecting the Company or any of its Subsidiaries or any property of the Company or any of its Subsidiaries.

**"affiliate"** shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, or any similar successor federal statute, and the rules and regulations thereunder, all as the same shall be in effect from time to time.

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

**"Contractual Obligation"** means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

**"Default Backstop Parties"** means the Backstop Parties who have funded a portion of the Deposit as set forth on Schedule 1 hereto.

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

**"Effective Date"** means the effective date of the Plan.

**"Employee Benefit Plan"** means any "employee benefit plan" as defined in Section 3(3) of ERISA (other than a Multiemployer Plan) which is or, within the last six years, was sponsored, maintained or contributed to by, or required to be contributed by, the Company, any of its Subsidiaries or, solely with respect to any Employee Benefit Plan covered under Title IV of ERISA, any of their respective ERISA Affiliates.

**"Engagement Letter"** means that certain letter agreement, dated July 16, 2013, by and among Houlihan Lokey Capital, Inc., Latham & Watkins LLP, solely in its capacity as counsel to, on behalf of, and with the consent and authorization of, the Ad Hoc Noteholder Group (as defined therein), and Rural/Metro Corporation.

"Environmental Laws" means the applicable common law and treaties, rules, regulations, codes, ordinances, judgments, orders, decrees and other applicable Requirements of Law, and all applicable injunctions or binding agreements issued, promulgated or entered into by or with any Governmental Authority, in each instance relating to the protection of the environment, to preservation or reclamation of natural resources, to Release or threatened Release of any Hazardous Material or to the extent relating to exposure to Hazardous Materials, to health or safety matters.

"Environmental Liability" means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of medical monitoring, costs of environmental remediation or restoration, administrative oversight costs, consultants' fees, fines, penalties and indemnities), of Holdings, Rural/Metro or any of their Subsidiaries directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation or storage treatment of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

"ERISA Affiliate" means, as applied to any Person, (i) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which that Person is a member; (ii) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which that Person is a member; and (iii) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which that Person, any corporation described in clause (i) above or any trade or business described in clause (ii) above is a member. Any former ERISA Affiliate of the Company or any of its Subsidiaries shall continue to be considered an ERISA Affiliate of the Company or any such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of the Company or such Subsidiary and with respect to liabilities arising after such period for which the Company or such Subsidiary could be liable under the Internal Revenue Code or ERISA.

"ERISA Event" means (i) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (ii) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (iii) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) the withdrawal by the Company, any of its Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan

resulting in liability to the Company, any of its Subsidiaries or any of their respective Affiliates pursuant to Section 4063 or 4064 of ERISA; (v) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (vi) the imposition of liability on the Company, any of its Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (vii) the withdrawal of the Company, any of its Subsidiaries or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefore, or the receipt by the Company, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (viii) the occurrence of an act or omission which could give rise to the imposition on the Company, any of its Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, taxes or related charges under Chapter 43 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Benefit Plan; (ix) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan other than a Multiemployer Plan or the assets thereof, or against the Company, any of its Subsidiaries or any of their respective ERISA Affiliates in connection with any Employee Benefit Plan; (x) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; or (xi) the imposition of a lien pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code.

"Exit Credit Agreement" means the Credit Agreement, as amended in accordance with the Term Sheet.

"Fiscal Year" means the fiscal year of the Company and its Subsidiaries, ending on December 31 of each calendar year.

"GAAP" means, subject to the limitations on the application thereof set forth in Section 1.2 of the Credit Agreement, United States generally accepted accounting principles in effect as of the date of determination thereof.

"Governmental Authority" means any foreign, federal, state, provincial, local, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government.

"Granite Facility Sale" means the sale of means the sale of certain real property and improvements at 8418 E. Indian School Road, Scottsdale, Arizona to WP West Acquisitions, LLC which was approved by the Bankruptcy Court in the Chapter 11 Cases by Order dated September 10, 2013 entered as Docket Number 234.



"Hazardous Materials" means all substances, wastes, pollutants or contaminants, materials, constituents, chemicals or compounds in any form regulated under any Environmental Law, including petroleum or petroleum by-products or distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated as hazardous or toxic, or any other term of similar import, pursuant to any Environmental Law.

"Holder Pro Rata Allocation" means the amount of shares calculated by multiplying (i) \$135,000,000 *times* (ii) a fraction, the numerator of which is the aggregate accreted value (plus any unpaid interest thereon) of Senior Notes held by an Eligible Holder as of the Record Date and the denominator of which is \$312,218,394.

"Intellectual Property" shall mean, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under the United States, multinational or foreign laws or otherwise, including without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets, and trade secret licenses, and the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Interim Financial Statements" means the financial statements required to be delivered after the date hereof pursuant to Section 5(l) of this Agreement.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended to the date hereof and from time to time hereafter, and any successor statute.

"July-August Historical Financial Statements" means the unaudited financial statements of the Company and its Subsidiaries as of and for each of the fiscal months ended July 31, 2013 and August 31, 2013, as delivered to the Backstop Parties prior to the date of this Agreement (without giving effect to any subsequent adjustment, revision, restatement or modification).

"Material Adverse Effect" means a material adverse effect on and/or material adverse developments with respect to (i) the business, operations, properties, assets or financial condition of the Company and its Subsidiaries, taken as a whole (other than those events typically resulting from the filing of the Chapter 11 Cases, the announcement of the filing of the Chapter 11 Cases, and those events typically resulting from the emergence from the Chapter 11 Cases); or (ii) the ability of the Company or any of its Subsidiaries, taken as a whole, to fully and timely perform their obligations under this Agreement, the Plan and any other document contemplated hereby or thereby; *provided*, that events, changes, circumstances, effects or state of facts (A) occurring generally in the U.S. economy, (B) occurring generally in the industries in which the Company and its Subsidiaries do business; (C) resulting from any changes in laws applicable to the business of the Company and its Subsidiaries or GAAP (or other accounting principles or requirements) or the authoritative interpretations or enforcement thereof; (D) resulting from an outbreak or escalation of military hostilities involving any country where the Company and its Subsidiaries do business, the declaration by any country where the Company or any of its Subsidiaries does business of a national emergency or war, or the occurrence of any acts of

terrorism and any actions or reactions thereto; (E) resulting from any action taken, or failed to be taken by the Company at the request of or with the consent of the Backstop Parties or as otherwise required by the terms of this Agreement; or (F) resulting from any failure of the Company to meet estimates, projections or forecasts of revenues, earnings or other financial or business metrics (but not the underlying cause of such failure) shall not be deemed to have a Material Adverse Effect, except, in the case of clause (A), (B) or (C), to the extent such changes or developments have a disproportionate material adverse effect on the Company and its Subsidiaries as compared to other participants in their industry.

"Material Contract" means any contract or other arrangement to which the Company or any of its Subsidiaries is a party for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect.

"Multiemployer Plan" means any Employee Benefit Plan which is a "multiemployer plan" as defined in Section 3(37) of ERISA.

"Organizational Documents" means (i) with respect to any corporation or company, its certificate, memorandum or articles of incorporation, organization or association, as amended, and its by-laws, as amended, (ii) with respect to any limited partnership, its certificate or declaration of limited partnership, as amended, and its partnership agreement, as amended, (iii) with respect to any general partnership, its partnership agreement, as amended, and (iv) with respect to any limited liability company, its articles of organization, as amended, and its operating agreement, as amended. In the event any term or condition of this Agreement requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to Section 412 of the Internal Revenue Code or Section 302 of ERISA.

"Permitted Liens" means any Liens permitted under the Credit Agreement, the DIP Credit Agreement, the DIP LC Facility and any Liens that arise in the ordinary course of business of the Company and its Subsidiaries.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

"Post-Petition" means the time period beginning immediately upon the filing of the Chapter 11 Cases.

"Prepayment" means has the meaning set forth in the Term Sheet.

"Prepetition Letters of Credit" shall mean those certain letters of credit issued and outstanding under the Credit Agreement as of the Petition Date.

"Pro Rata Stock Share" means with respect to a share of New Preferred Stock, that number of shares of Additional Stock calculated by multiplying (i) the total number of shares of Additional Stock issued in the Rights Offering by (ii) a fraction, the numerator of which is one share of New Preferred Stock, and the denominator of which is the total number of shares of New Preferred Stock issued in the Rights Offering.

"Real Estate Asset" means, at any time of determination, any interest (fee, leasehold or otherwise) then owned by the Company or any of its Subsidiaries in any real property.

"Record Date" means the date approved by the Bankruptcy Court for the solicitation of acceptances and rejections of the Plan.

"Related Parties" means, with respect to any specified Person, such Person's affiliates and the partners, directors, officers, employees, trustees, agents, controlling persons, advisors and other representatives of such Person and of each of such Person's affiliates and permitted successors and assigns.

"Release" means any release, spill, emission, leaking, dumping, injection, emptying, pumping, escaping, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, indoor air, surface water, groundwater, land surface or subsurface strata) and including the environment within any building, or any occupied structure, facility or fixture.

"Reorganized Debtors" shall refer to the Debtors upon the effective date of the Plan.

"Subsidiary" means with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; *provided*, that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"Valeant Headquarters Lease" means the lease for the Company's headquarters in Scottsdale, Arizona.

**Schedule 1**

<b><u>Consenting Noteholder</u></b>	<b><u>Deposit</u></b>	<b><u>Backstop Pro Rata Securities</u></b>		<b><u>Backstop Fees</u></b>
		<b><u>New Preferred Stock</u></b>	<b><u>Additional Stock</u></b>	
Brevan Howard Credit Catalyst Master Fund Limited	\$1,220,000	16,388,698 shares	16,388,698 shares	208,483 shares
DG Value Partners, L.P.  DG Value Partners II Master Fund L.P.  Special Situations LLC  Special Situations X LLC	\$290,000	3,962,693 shares	3,962,693 shares	50,360 shares
Fidelity Strategic Income Fund Mother	\$0	6,851 shares	6,851 shares	82 shares
Fidelity Funds SICAV/Fidelity Funds – US High Yield	\$0	5,059,305 shares	5,059,305 shares	60,594 shares
Master Trust Bank of Japan Ltd. Re: Fidelity US High Yield	\$0	4,997,465 shares	4,997,465 shares	59,853 shares
Fidelity IT High Yield Open Mother	\$0	47,352 shares	47,352 shares	567 shares
Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund	\$0	1,420,805 shares	1,420,805 shares	17,017 shares

<u>Consenting Noteholder</u>	<u>Deposit</u>	<u>Backstop Pro Rata Securities</u>		<u>Backstop Fees</u>
		<u>New Preferred Stock</u>	<u>Additional Stock</u>	
Fidelity Puritan Trust: Fidelity Puritan Fund	\$0	950,274 shares	950,274 shares	11,381 shares
Fidelity Summer Street Trust: Fidelity Global High Income Fund	\$0	58,168 shares	58,168 shares	697 shares
Fidelity Summer Street Trust: Fidelity Capital & Income Fund	\$0	4,124,064 shares	4,124,064 shares	49,393 shares
Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund	\$0	1,532,252 shares	1,532,252 shares	18,351 shares
Fidelity School Street Trust: Fidelity Strategic Income Fund	\$0	1,406,657 shares	1,406,657 shares	16,847 shares
Variable Insurance Products Fund V: Strategic Income Portfolio	\$0	146,146 shares	146,146 shares	1,750 shares
Fidelity American High Yield Fund	\$0	837,516 shares	837,516 shares	10,031 shares
Fidelity Canadian Balanced Fund	\$0	494,786 shares	494,786 shares	5,926 shares
Fidelity Canadian Asset Allocation Fund	\$0	479,928 shares	479,928 shares	5,748 shares
Oaktree Principal Fund V, L.P.  Oaktree Principal Fund V (Parallel), L.P.	\$7,040,000	51,249,329 shares + Unsubscribed Securities up to	51,249,329 shares + Unsubscribed Securities up to	684,198 shares

<u>Consenting Noteholder</u>	<u>Deposit</u>	<u>Backstop Pro Rata Securities</u>		<u>Backstop Fees</u>
		<u>New Preferred Stock</u>	<u>Additional Stock</u>	
Oaktree FF Investment Fund L.P.		22,281,242 shares	22,281,242 shares	
Visium Credit Master Fund, Ltd.  Visium Balanced Master Fund, Ltd.	\$1,450,000	19,556,469 shares	19,556,469 shares	248,722 shares
TOTAL	\$10,000,000	112,718,758 shares + Unsubscribed Securities up to 22,281,242 shares	112,718,758 shares + Unsubscribed Securities up to 22,281,242 shares	1,450,000 shares

**Schedule 3(a)(ii) – Subsidiaries**

No	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
1.	ARIZONA EMS HOLDINGS, INC.	R/M ARIZONA HOLDINGS, INC.	3	10,000	100
2.	BEACON TRANSPORTATION, INC.	RURAL/METRO OF ROCHESTER, INC.	2	500	100
3.	BOWERS COMPANIES, INC.	RURAL/METRO OF NORTHERN CALIFORNIA, INC.	28	198	100
4.	COMTRANS AMBULANCE SERVICE, INC.	ARIZONA EMS HOLDINGS, INC.	10	1,000	100
5.	CORNING AMBULANCE SERVICE INC.	RURAL/METRO OF NEW YORK, INC.	3	200	100
6.	DONLOCK, LTD.	RURAL/METRO OPERATING COMPANY, LLC	3	100	100
7.	E.M.S. VENTURES, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	8	600	100
8.	EMS VENTURES OF SOUTH CAROLINA, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	5	500	100
9.	EASTERN AMBULANCE SERVICE, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	16	975.714	100
10.	EASTERN PARAMEDICS, INC.	RURAL/METRO OF NEW YORK, INC.	1	100	100
11.	EMERGENCY MEDICAL TRANSPORT, INC.	ARIZONA EMS HOLDINGS, INC.	8	100	100
12.	GOLD CROSS AMBULANCE SERVICES, INC.	RURAL/METRO OF OHIO, INC.	4	120	100
13.	GOLD CROSS AMBULANCE SERVICE OF PA., INC.	GOLD CROSS AMBULANCE SERVICES, INC.	4	100	100
14.	LASALLE AMBULANCE INC.	RURAL/METRO OF NEW YORK, INC.	2	200	100
15.	MEDICAL EMERGENCY DEVICES AND SERVICES (MEDS), INC.	RURAL/METRO OPERATING COMPANY, LLC	3	1,000	100
16.	MERCURY AMBULANCE SERVICE, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	8	601	100
17.	METRO CARE CORP.	RURAL/METRO OPERATING COMPANY, LLC	3	100	100
18.	NATIONAL AMBULANCE & OXYGEN SERVICE, INC.	RURAL/METRO OF ROCHESTER, INC.	6	2,000	100
19.	NORTH MISS. AMBULANCE SERVICE, INC.	RURAL/METRO OPERATING COMPANY, LLC	11	1,500	100
20.	PACIFIC AMBULANCE, INC.	RURAL/METRO OF NORTHERN CALIFORNIA, INC.	9	500,000	100

No	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
21.	PROFESSIONAL MEDICAL TRANSPORT, INC.	ARIZONA EMS HOLDINGS, INC.	16	5,000	100
22.	RMC CORPORATE CENTER, L.L.C.	RURAL/METRO CORPORATION (an Arizona corporation)	N/A	100%	100
23.	R/M ARIZONA HOLDINGS, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
24.	R/M MANAGEMENT CO., INC.	RURAL/METRO CORPORATION (an Arizona corporation)	3	20,000	100
25.	R/M OF TENNESSEE G. P., INC.	RURAL/METRO CORPORATION OF TENNESSEE	1	100	100
26.	R/M OF TENNESSEE L.P., INC.	RURAL/METRO CORPORATION OF TENNESSEE	5	1,200	100
27.	RURAL/METRO CORPORATION (an Arizona corporation)	RURAL/METRO OPERATING COMPANY, LLC	880	1,000	100
28.	RURAL/METRO CORPORATION (a Delaware corporation)	WP ROCKET HOLDINGS INC.	1	100	100
29.	RURAL/METRO CORPORATION OF FLORIDA	RURAL/METRO CORPORATION (an Arizona corporation)	2	76	100
30.	RURAL/METRO CORPORATION OF TENNESSEE	RURAL/METRO CORPORATION (an Arizona corporation)	12	150	100
31.	RURAL/METRO (DELAWARE) INC.	RURAL/METRO OPERATING COMPANY, LLC	1	100	100
32.	RURAL/METRO FIRE DEPT., INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	20,000	100
33.	RURAL/METRO MID- SOUTH, L.P.	R/M OF TENNESSEE G.P., INC. (GENERAL PARTNER)	N/A	1%	100
		NORTH MISS. AMBULANCE SERVICE, INC. (LIMITED PARTNER)		99%	
34.	RURAL/METRO OF BREWERTON, INC.	EASTERN PARAMEDICS, INC.	1	100	100
35.	RURAL/METRO OF CALIFORNIA, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	2	100	100
36.	RURAL/METRO OF CENTRAL ALABAMA, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	5	100	100
37.	RURAL/METRO OF CENTRAL COLORADO, INC.	RURAL/METRO OPERATING COMPANY, LLC	2	100	100
38.	RURAL/METRO OF CENTRAL OHIO, INC.	RURAL/METRO OF OHIO, INC.	4	200	100
39.	RURAL/METRO OF GREATER	RURAL/METRO OPERATING	154	3,529,000	100



No	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
	SEATTLE, INC.	COMPANY, LLC			
40.	RURAL/METRO OF INDIANA, L.P.	THE AID AMBULANCE COMPANY, INC. (GENERAL PARTNER)	N/A	1%	100
		THE AID COMPANY, INC, (LIMITED PARTNER)		99%	
41.	RURAL/METRO OF NEW YORK, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
42.	RURAL/METRO OF NORTHERN CALIFORNIA, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
43.	RURAL/METRO OF NORTHERN OHIO, INC.	RURAL/METRO OF OHIO, INC.	3	100	100
44.	RURAL/METRO OF OHIO, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
45.	RURAL/METRO OF OREGON, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
46.	RURAL/METRO OF SAN DIEGO, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
47.	RURAL/METRO OF ROCHESTER, INC.	RURAL/METRO OF NEW YORK, INC.	7	200	100
48.	RURAL/METRO OF SOUTHERN CALIFORNIA, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
49.	RURAL/METRO OF SOUTHERN OHIO, INC.	RURAL/METRO OPERATING COMPANY, LLC	6	750	100
50.	RURAL/METRO OF TENNESSEE, L.P.	R/M OF TENNESSEE G.P., INC. (GENERAL PARTNER)	N/A	1%	100
		R/M OF TENNESSEE L.P., INC. (LIMITED PARTNER)		99%	
51.	RURAL/METRO OPERATING COMPANY, LLC	RURAL/METRO CORPORATION (a Delaware corporation)	1	100	100
52.	RURAL/METRO OF SAN DIEGO, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
53.	SIOUX FALLS AMBULANCE, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	13	10	100
54.	SOUTHWEST AMBULANCE AND RESCUE OF ARIZONA, INC.	SOUTHWEST AMBULANCE OF CASA GRANDE, INC.	1	100	100
55.	SOUTHWEST AMBULANCE OF CASA GRANDE, INC.	RURAL/METRO OPERATING COMPANY, LLC	3	10,000	100
56.	SOUTHWEST AMBULANCE OF NEW MEXICO, INC.	RURAL/METRO OPERATING COMPANY, LLC	2	1,000	100

No.	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
57.	SOUTHWEST AMBULANCE OF SOUTHEASTERN ARIZONA, INC.	SOUTHWEST AMBULANCE OF CASA GRANDE, INC.	1	100	100
58.	SOUTHWEST AMBULANCE OF TUCSON, INC.	RURAL/METRO OPERATING COMPANY, LLC	12	36,387	100
59.	SOUTHWEST GENERAL SERVICES, INC.	RURAL/METRO OPERATING COMPANY, LLC	9	1,000	100
60.	SW GENERAL, INC.	RURAL/METRO OPERATING COMPANY, LLC	25	1,000,000	100
61.	THE AID AMBULANCE COMPANY, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	2	100	100
62.	THE AID COMPANY, INC.	RURAL/METRO OPERATING COMPANY, LLC	9	573	100
63.	TOWNS AMBULANCE SERVICE, INC.	RURAL/METRO OF NEW YORK, INC.	3	100	100
64.	VALLEY FIRE SERVICE, INC.	RURAL/METRO OF OREGON, INC.	4	100	100
65.	W & W LEASING COMPANY, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	3	10,000	100

**Schedule 3(d) – No Conflict**

1. Liens consisting of cash collateral for surety bonds and letters of credit.
2. Security deposits for leases.
3. Additional deposits securing real property lease obligations.
4. Liens on vehicles in favor of municipalities under contracts with municipalities.
5. Other Liens permitted under the Plan.
6. See Item 3 of Schedule 5(f).

**Schedule 3(e) -- Governmental Consents**

1. FCC approval.
2. See Item 2 of Schedule 5(f)

**Schedule 3(i) – Adverse Proceedings**

1. Pending workers' compensation claims, auto liability claims, professional (paramedic/EMT) liability and personal injury claims.
2. Governmental investigations set forth in the letter dated the date hereof.
3. In re Rural Metro Corporation Shareholders Litigation, Case No. 6350-VCL, Court of Chancery of the State of Delaware.
4. See Schedule 3(j).

**Schedule 3(j) – Employee Matters**

1. Joshua Kahane and William Gonzales, individuals, on behalf of themselves, and on behalf of all others similarly situated vs. Bowers Companies, Inc. d/b/a Bowers Ambulance, a California corporation; Pacific Ambulance, Inc., a California Corporation; and Does 1 through 100, Inclusive, Judicial Council Coordination Proceeding No. 4620, Superior Court of California, County of Orange, Case No. 30-2009-00241881, and Superior Court of California County of Los Angeles, Case No. BC430069.
2. Employee matters set forth in the letter dated the date hereof.

**Schedule 3(m) – Employee Benefit Plan**

None.

**Schedule 3(p)(i) – Historical Financial Statements**

None.



**Schedule 3(p)(ii) – Historical Financial Statements****Total Consolidated Net Revenues  
(in thousands)**

April 2013	\$	56,384
May 2013		57,353
June 2013		47,080
July 2013		56,155
August 2013		<u>55,266</u>
Cumulative Total Net Revenues for the Five Months Ended August 2013		
	\$	<u>272,238</u>

**Schedule 5(f) -Required Consents and Approvals**

1. FCC approval
2. The following notifications to or approvals by regulatory authorities:
  - Requisite Medicaid notifications to the OIG, California, Florida and New York regulatory authorities prior to Effective Date.
  - Medicare and Medicaid notifications and/or applications for all other states to applicable regulatory authorities on or promptly following the Effective Date.
  - Notifications and/or applications relating to certificates of need, EMS service provider licenses, ambulance services certificates, or other similar state or county licenses or certificates to be submitted in California, New York, Florida, Arizona, Kentucky and Georgia prior to the Effective Date and the related waivers or approvals to be obtained in New York and Arizona prior to the Effective Date.
  - Notices with respect to all other state, county, municipal or other local licenses to be provided on or promptly following the Effective Date.
3. Consents set forth in the letter dated the date hereof.

**Schedule 5(j) – Conduct of Business**

1. Lease consolidations as previously discussed.

**Exhibit A**

Form of Certificate of Designations of Preferred Stock

See attached.

**WP ROCKET HOLDINGS INC.**

**CERTIFICATE OF DESIGNATIONS ESTABLISHING THE POWERS, PREFERENCES  
RIGHTS, QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS OF 15% SENIOR  
REDEEMABLE PREFERRED STOCK**

Pursuant to Sections 103 and 151 of the  
General Corporation Law of the State of Delaware

WP Rocket Holdings Inc., a Delaware corporation (the "**Company**"), hereby certifies that, pursuant to authority conferred upon the board of directors of the Company (the "**Board of Directors**") or any committee of the Board of Directors by its Certificate of Incorporation (the "**Charter**"), and pursuant to the provisions of Sections 103 and 151 of the General Corporation Law of the State of Delaware, the Board of Directors has duly approved and adopted the following resolution and fixed the terms and provisions of the 15% Senior Redeemable Preferred Stock as follows, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority vested in the Board of Directors by the Charter, the Board of Directors does hereby designate, create, authorize and provide for the issuance of up to 500,000,000 shares of 15% Senior Redeemable Preferred Stock, with the powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof as follows:

(a) Designation. There is hereby created out of the authorized and unissued shares of preferred stock of the Company a series of preferred stock designated as the "*15% Senior Redeemable Preferred Stock*" (the "**Senior Preferred Stock**"). The number of shares constituting such series shall be 500,000,000 shares of Senior Preferred Stock, consisting of an initial issuance of 136,450,000 shares of Senior Preferred Stock plus additional shares of Senior Preferred Stock which may be issued to pay dividends on the Senior Preferred Stock. The liquidation preference of the Senior Preferred Stock shall be \$1.00 per share (the "**Liquidation Preference**").

(b) Rank. The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank senior to all classes of common stock of the Company and to each other class of capital stock or series of preferred stock hereafter created by the Board of Directors, the terms of which do not expressly provide that it ranks senior to or on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company (collectively referred to with the common stock of the Company as "**Junior Securities**"). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank on a parity with any class of capital stock or series of

preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company ("Parity Securities"). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank junior to each class of capital stock or series of preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks senior to the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company ("Senior Securities").

(c) Dividends.

(i) The Holders of the outstanding shares of Senior Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, cumulative preferential dividends on each share of Senior Preferred Stock at a rate *per annum* equal to 15% of the Liquidation Preference of the Senior Preferred Stock, accruing and payable quarterly, in arrears. All dividends will be cumulative from the date of issuance, shall accumulate to the extent they are not paid on a Dividend Payment Date for the quarterly period to which they relate and shall accumulate on a daily basis whether or not dividends are declared by the Board of Directors. Dividends on the Senior Preferred Stock, when, as and if declared by the Board of Directors, shall be paid in additional fully-paid and non-assessable shares of Senior Preferred Stock legally available for such purpose (such dividends paid in kind being herein called "PIK Dividends"). PIK Dividends shall be paid by delivering to the record Holders of Senior Preferred Stock a number of shares of Senior Preferred Stock determined by dividing the total amount of the dividend which is payable on the Dividend Payment Date to such Holders (rounded to the nearest whole cent) by the Liquidation Preference of the Senior Preferred Stock. The issuance of any such PIK Dividend in such amount shall constitute full payment of such dividend. The Company shall not issue fractional shares of Senior Preferred Stock to which Holders may become entitled pursuant to this subparagraph. Any fractional share of Senior Preferred Stock that the Holder would otherwise be entitled to receive pursuant to this paragraph (c)(i) shall be rounded to the next higher or lower whole number as follows: (A) fractions equal to or greater than  $\frac{1}{2}$  will be rounded up to the next higher whole number; and (B) fractions less than  $\frac{1}{2}$  will be rounded down to the next lower whole number. No consideration will be provided in lieu of fractional shares of Senior Preferred Stock that are rounded down. Any additional shares of Senior Preferred Stock issued pursuant to this paragraph shall be governed by this resolution and shall be subject in all respects, except as to the date of issuance and date from which dividends accrue as set forth below, to the same terms as the shares of Senior Preferred Stock originally issued hereunder. Each distribution in the form of a dividend shall be payable to Holders of record as they appear on the stock books of the Company on such record dates, not less than 10 nor more than 30 days preceding the related Dividend Payment Date, as shall be fixed by the Board of Directors. Dividends shall cease to accrue in respect of shares of the Senior Preferred Stock on the date of their redemption

unless the Company shall have failed to pay the relevant redemption price on the date fixed for redemption.

(ii) Nothing herein contained shall in any way or under any circumstances be construed or deemed to require the Board of Directors to declare, or the Company to pay or set apart for payment, any dividends on shares of the Senior Preferred Stock at any time.

(iii) PIK Dividends on account of arrears for any past Dividend Period may be declared and paid at any time, without reference to any regular Dividend Payment Date, to Holders of record on such date, not more than 30 days prior to the payment thereof, as may be fixed by the Board of Directors.

(iv) No full dividends shall be declared by the Board of Directors or paid or funds set apart for payment of dividends by the Company on any Parity Securities (except dividends in the form of additional shares of Parity Securities) for any period unless full cumulative accrued PIK Dividends shall have been, or contemporaneously are, declared and paid in full. If any dividends are not paid in full, as aforesaid, upon the shares of the Senior Preferred Stock and any other Parity Securities, all dividends declared upon shares of the Senior Preferred Stock and any other Parity Securities shall be declared *pro rata* based on the relative liquidation preference of the Senior Preferred Stock and such Parity Securities. So long as any shares of the Senior Preferred Stock are outstanding, the Company shall not make any payment on account of, or set apart for payment, money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Parity Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Parity Securities, and shall not permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Parity Securities or any such warrants, rights, calls or options (except for payments which are in the form of additional shares of Parity Securities or Junior Securities) unless full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(v) Holders of shares of the Senior Preferred Stock shall be entitled to receive the dividends provided for in paragraph (c)(i) hereof in preference to and in priority over any dividends upon any of the Junior Securities.

(vi) So long as any shares of Senior Preferred Stock are outstanding, the Company shall not (1) declare, pay or set apart for payment any dividend on any of the Junior Securities or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Junior Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Junior Securities (except for payments or dividends in the form of additional shares of Junior Securities), (2) make any distribution in respect thereof, either directly or indirectly, and whether in cash, obligations or shares of the Company or other property (other than distributions or dividends in Junior Securities to the holders of Junior Securities), or (3) permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Junior Securities or any such warrants,

rights, calls or options, unless in any such case full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(vii) Dividends payable on shares of the Senior Preferred Stock for any period less than a year (based upon the number of actual days elapsed during the period) shall be computed on the basis of a 360-day year of twelve 30-day months. If any Dividend Payment Date occurs on a day that is not a Business Day, any accrued dividends otherwise payable on such Dividend Payment Date shall be paid on the next succeeding Business Day.

(d) Liquidation Preference.

(i) Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, Holders of Senior Preferred Stock shall be entitled to be paid, out of the assets of the Company available for distribution, the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends thereon to the date fixed for liquidation, dissolution or winding-up (including an amount in cash equal to a prorated dividend for the period from the last Dividend Payment Date to the date fixed for liquidation, dissolution or winding-up), before any distribution is made on any Junior Securities, including, without limitation, common stock of the Company. If, upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the amounts payable with respect to the Senior Preferred Stock and all other Parity Securities are not paid in full, the Holders of the Senior Preferred Stock and the Parity Securities will share equally and ratably in any distribution of assets of the Company in proportion to the full liquidation preference and accrued and unpaid dividends to which each is entitled. After payment of the full amount of the liquidation preferences and accrued and unpaid dividends to which they are entitled, the Holders of shares of Senior Preferred Stock will not be entitled to any further participation in any distribution of assets of the Company.

(ii) For the purposes of this paragraph (d), the consolidation or merger with or into, or sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the Company's property or assets, in one or more related transactions, to another person or entity shall not be deemed to be a liquidation, dissolution or winding-up of the Company unless a determination that such will constitute a liquidation, dissolution or winding-up of the Company is specifically approved in such transactions by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock.

(e) Redemption.

(i) Conditional Mandatory Redemption.

(A) On the first Potential Mandatory Redemption Date upon which the EBITDA Condition is met, if any, the Company shall (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem from any source of funds legally available therefor, in the



manner provided in paragraph (e)(iii) hereof, all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the "**Maturity Mandatory Redemption Price**"). If any shares of Senior Preferred Stock then outstanding are not redeemed on March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) (whether or not any contractual or other restrictions apply to such redemption and whether or not funds are legally available therefor), then the Maturity Mandatory Redemption Price with respect to such shares of Senior Preferred Stock shall increase by (i) 1% *per annum* for the 180-day period following March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) and (ii) 2% *per annum* thereafter, in each case, until such shares of Senior Preferred Stock are redeemed in full, in each case computed on the basis of a 360-day year of twelve 30-day months.

(ii) Optional Redemption.

(A) The Company may at its option from time to time (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem, in the manner provided in paragraph (e)(iii) hereof, all or less than all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the "**Optional Redemption Price**"). If less than all the outstanding shares of Senior Preferred Stock are to be redeemed pursuant to this paragraph (e)(ii)(A), such shares will be redeemed on a pro rata basis from each Holder of the Senior Preferred Stock.

(iii) Procedures for Redemption.

(A) At least 10 days and not more than 60 days prior to the date fixed for any redemption of the Senior Preferred Stock, written notice (the "**Redemption Notice**") shall be given by first-class mail, postage prepaid, to each Holder of record on the record date fixed for such redemption of the Senior Preferred Stock at such Holder's address as the same appears on the stock register of the Company, *provided* that no failure to give such notice nor any deficiency therein shall affect the validity of the procedure for the redemption of any shares of Senior Preferred Stock to be redeemed except as to the Holder or Holders to whom the Company has failed to give said notice or except as to the Holder or Holders whose notice was defective. The Redemption Notice shall state: (1) whether the redemption is pursuant to paragraph (e)(i) or paragraph (e)(ii) hereof,

including with respect to a redemption pursuant to paragraph (e)(i) hereof notice of satisfaction of the EBITDA Condition; (2) Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be; (3) whether all or less than all the outstanding shares of the Senior Preferred Stock are to be redeemed, the total number of shares of the Senior Preferred Stock being redeemed and the manner of selecting the shares to be redeemed on a pro rata basis if less than all the outstanding shares are to be redeemed; (4) the number of shares of Senior Preferred Stock held, as of the appropriate record date, by the Holder that the Company intends to redeem; (5) the date fixed for redemption; (6) that the Holder is to surrender to the Company, at the place or places where certificates for shares of Senior Preferred Stock are to be surrendered for redemption, in the manner and at the price designated, his certificate or certificates representing the shares of Senior Preferred Stock to be redeemed; and (7) that dividends on the shares of the Senior Preferred Stock to be redeemed shall cease to accrue on such Redemption Date unless the Company defaults in the payment of the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be.

(B) Each Holder of Senior Preferred Stock shall surrender the certificate or certificates representing such shares of Senior Preferred Stock to the Company, duly endorsed, in the manner and at the place designated in the Redemption Notice, and on the Redemption Date the full Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, for such shares shall be payable in cash to the Person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired. In the event that less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(C) Unless the Company defaults in the payment in full of the applicable redemption price on the Redemption Date, dividends on the Senior Preferred Stock called for redemption shall cease to accrue on the Redemption Date, and the Holders of such redeemed shares shall cease to have any further rights with respect thereto on the Redemption Date, other than the right to receive the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, without interest.

(f) Voting Rights.

(i) The Holders of shares of the Senior Preferred Stock, except as otherwise required under Delaware law or as set forth in paragraph (f)(ii) or paragraph (f)(iii), shall not be entitled or permitted to vote on any matter required or permitted to be voted upon by the stockholders of the Company.

(ii) Approval Rights.

(A) Except for Excluded Issuances, so long as any shares of the Senior Preferred Stock are outstanding, the Company shall not authorize or issue any

Senior Securities or Parity Securities without the affirmative vote or consent of Holders of a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, given in person or by proxy, either in writing or by resolution adopted at an annual or special meeting.

(B) The affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, whether voting in person or by proxy, either in writing or by resolution adopted at an annual or special meeting, may waive compliance with or may amend any provision of this Certificate of Designations; *provided* that each Holder shall be required to consent to (1) any change in the amount of shares of Senior Preferred Stock that must consent to a waiver of compliance with or an amendment to this Certificate of Designations, (2) any change in paragraphs (c) (solely with respect to the preference, priority, rate, amount, allocation and timing of payments), (d) or (e) (solely with respect to timing, the redemption price and treatment of dividends but, for the avoidance of doubt, the extension of the dates under paragraph (e)(i)(A) with the consent of the holders of a majority of the outstanding shares of Senior Preferred Stock as contemplated by such paragraph shall not constitute a "change" in such paragraph for purposes of this paragraph) and (3) any amendment with respect to this proviso of this paragraph (f)(ii)(B).

(iii) In any case in which the Holders of shares of the Senior Preferred Stock shall be entitled to vote pursuant to this paragraph (f) or pursuant to Delaware law, each Holder of shares of the Senior Preferred Stock shall be entitled to one vote for each share of Senior Preferred Stock held.

(g) Reissuance of Senior Preferred Stock. Shares of Senior Preferred Stock that have been issued and reacquired in any manner, including shares purchased or redeemed, shall (upon compliance with any applicable provisions of the laws of Delaware) have the status of authorized but unissued shares of preferred stock of the Company undesignated as to series and may with any and all other authorized but unissued shares of preferred stock of the Company be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Company, *provided* that such shares may not in any event be reissued as Senior Preferred Stock (other than as PIK Dividends in accordance with the provisions of this Certificate of Designations).

(h) Business Day. If any payment, redemption or exchange shall be required by the terms hereof to be made on a day that is not a Business Day, such payment, redemption or exchange shall be made on the immediately succeeding Business Day.

(i) Preemptive Rights.

(i) In the event that the Company proposes to issue any Senior Securities or Parity Securities (except for any Excluded Issuance), whether or not now authorized, or securities of any type whatsoever that are, or may become, convertible into or exchangeable or exercisable for shares of Senior Securities or Parity Securities, which

have been approved in the manner provided in paragraph (f)(ii)(A), each Holder of Senior Preferred Stock shall have the right to purchase its Pro Rata Amount of any such issuance. In such event, the Company shall give all Holders of Senior Preferred Stock written notice, at their last addresses as they shall appear in the stock register of the Company, at least fifteen (15) Business Days before such issuance, describing the type of shares or securities, the price and number of shares or securities (or principal amount) and the general terms upon which the Company proposes to issue the same. Each such Holder of Senior Preferred Stock shall have fifteen (15) Business Days from the date of such notice to agree to purchase up to the amount of shares or securities equal to such Holder's Pro Rata Amount of such shares or securities for the price and upon the general terms specified in the Company's notice by giving written notice to the Company, at its principal office or such other address as may be specified by the Company in its written notice to the Holders, of such Holder's intention to purchase such shares or securities at the initial closing of the sale of shares or securities and the number of such shares or securities that such Holder intends to purchase. At the expiration of such fifteen (15) Business Day period, the Company shall promptly notify each Holder that elects to purchase or acquire all of such shares or securities available to it (each, a "Fully Exercising Holder") of any other Holder's failure to do likewise. During the five (5) Business Day period commencing after the Company has given such notice, each Fully Exercising Holder may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of such new shares or securities for which Holders were entitled to subscribe but that were not subscribed for by the Holders which is equal to the proportion that the Senior Preferred Stock issued and then held by such Fully Exercising Holder bears to the Senior Preferred Stock issued and then held by all Fully Exercising Holders who wish to participate in the purchase of such unsubscribed shares or securities.

(ii) In the event the Holders of Senior Preferred Stock fail to exercise in full their rights of participation and over-allotment provided in paragraph (i)(i) hereof during the period set forth therein, the Company shall have forty-five (45) days thereafter to sell any additional amounts of shares or securities respecting which any such Holder's option was not exercised, at the price and upon the terms specified in the Company's notice. The Company shall not issue or sell any additional amounts of shares or securities after the expiration of such 45-day period without first offering such shares or securities to the Holders of Senior Preferred Stock in the manner provided in paragraph (i)(i) above.

(j) Certain Additional Provisions.

(i) Merger, Consolidation or Sale of Assets. The Company may not consolidate or merge with or into (whether or not the Company is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person or entity, unless: (A) (1) the Company is the surviving Person or the entity or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a Person organized or existing under the laws of the United States, any state thereof or the District of Columbia and (2) the entity or Person formed by or surviving

any such consolidation or merger with the Company (if other than the Company) or the entity or Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made issues on the date of such sale, assignment, transfer, lease, conveyance or other disposition to each Holder of shares of Senior Preferred Stock then outstanding in exchange for such Senior Preferred Stock, shares of preferred stock of such Person having substantially the same rights, preferences and privileges as the Senior Preferred Stock then outstanding; or (B) such transaction is approved by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock. In connection with any consolidation, merger, or sale, assignment, transfer, lease, conveyance or other disposal of all or substantially all of the Company's properties or assets in one or more related transactions as described in this paragraph, the Company shall have the option to redeem all or less than all of the shares of the Senior Preferred Stock then outstanding as set forth in paragraph (e)(ii).

(k) Legends. Each stock certificate for the Senior Preferred Stock shall bear the legend in substantially the following form (unless the Company receives an opinion of counsel, reasonably acceptable to the Company, that such legend may be removed or is not required):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER."

(l) Mutilated or Missing Senior Preferred Stock Certificates. If any of the Senior Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Company shall issue, in exchange and in substitution for and upon cancellation of the mutilated Senior Preferred Stock certificate, or in lieu of and substitution for the Senior Preferred Stock certificate lost, stolen or destroyed, a new Senior Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Senior Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Senior Preferred Stock certificate and indemnity, if requested, satisfactory to the Company and the Transfer Agent (if other than the Company).

(m) Headings of Subdivisions. The headings of various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(n) Severability of Provisions. If any power, right, preference, qualification, restriction or limitation of the Senior Preferred Stock set forth in this Certificate of Designations filed pursuant hereto (as this Certificate of Designations may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any

rule or law or public policy, all other powers, rights, preferences, qualifications, restrictions and limitations set forth in this Certificate of Designations, as amended, which can be given effect without the invalid, unlawful or unenforceable power, right, preference, qualification, restriction or limitation shall, nevertheless remain in full force and effect, and no power, right, preference, qualification, restriction or limitation herein set forth shall be deemed dependent upon any other such power, right, preference, qualification, restriction or limitation unless so expressed herein.

(o) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and delivered personally, sent via electronic facsimile (with confirmation), email or PDF, mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(i) If to the Company, at its principal executive offices at WP Rocket Holdings Inc., 9221 East Via de Ventura, Scottsdale, Arizona 85258, Attn: General Counsel.

(ii) If to the Holders of Senior Preferred Stock, to the address of the Holder as shown in the Company's register.

Any notice delivered (in the case of personal delivery or express courier), sent (in the case of electronic facsimile, email or PDF) or mailed (in the case of registered or certified mail) in the manner provided above shall be deemed to have been duly given on the date such notice is delivered, sent or mailed, as the case may be.

(p) Limitations. Except as may otherwise be required by law, the shares of Senior Preferred Stock shall not have any powers, preferences or relative, participating, optional or other special rights other than those specifically set forth in this Certificate of Designations (as may be amended from time to time) or otherwise in the Charter.

(q) Definitions. As used in this Certificate of Designations, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and *vice versa*), unless the context otherwise requires:

**"Business Day"** means any day other than a Legal Holiday.

**"Capital Stock"** means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, and (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited).

**"Consolidated Net Income"** means for any period, the net income (or loss) of the Company and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, (a) extraordinary items for such period, (b) the cumulative effect of a change in accounting principles during such period

to the extent included in Consolidated Net Income, (c) any fees and expenses (including any transaction or retention bonus) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, (d) any income (loss) for such period attributable to the early extinguishment of indebtedness, hedging agreements or other derivative instruments, (e) accruals and reserves that are established or adjusted as a result of restructuring activities in accordance with GAAP (including any adjustment of estimated payouts on existing earn-outs) or changes as a result of the adoption or modification of accounting policies during such period, (f) stock-based award compensation expenses (g) any income (loss) attributable to deferred compensation plans or trusts and (h) any income (loss) from investments recorded using the equity method. There shall be included in Consolidated Net Income, without duplication, the amount of any cash tax benefits related to the tax amortization of intangible assets in such period. In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other investment or any disposition of any asset.

**"Disposed EBITDA"** means, with respect to any Sold Entity or Business for any period prior to such disposition, the amount for such period of EBITDA of such Sold Entity or Business (determined as if references to the Company and its Subsidiaries in the definition of the term "EBITDA" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business.

**"Dividend Payment Date"** means March 31, June 30, September 30 and December 31.

**"Dividend Period"** means the Initial Dividend Period and, thereafter, each Quarterly Dividend Period.

**"EBITDA"** means, with respect to the Company and its Subsidiaries for any period (determined on a consolidated basis without duplication in accordance with GAAP) the sum of Consolidated Net Income;

(i) plus to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations or such derivative instruments, and bank and letter of credit fees and costs of surety bonds in connection with financing activities; (b) provision for taxes based on income, profits or capital, including federal, foreign, state, franchise, excise, and similar taxes paid or

accrued during such period (including in respect of repatriated funds); (c) depreciation and amortization (including amortization of capitalized software expenditures and amortization of deferred financing fees or costs); (d) Non-Cash Charges; (e) extraordinary losses in accordance with GAAP; (f) non-recurring charges (including any unusual or non-recurring operating expenses directly attributable to the implementation of cost savings initiatives), severance, relocation costs, integration and facilities' opening costs and other business optimization expenses, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities); (g) the amount of expenses relating to payments made to option holders of the Company, or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of the Company or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution; (h) losses on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business), including accruals and reserves as a result of such sales, disposals, wind-downs or abandonments; (i) the maximum amount of capital expenditures permitted to be made under the Company's then-existing credit agreements or loan documents during such period to the extent required to be expensed pursuant to GAAP; (j) the amount of any net losses from discontinued operations in accordance with GAAP; (k) any non-cash loss attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such loss has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (l) any loss relating to amounts paid in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period; and (m) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (ii)(e) and (ii)(f) below;

(ii) minus without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) extraordinary gains and unusual or non-recurring gains; (b) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or EBITDA in any prior period); (c) gains on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business); (d) the amount of any net income from discontinued operations in accordance with GAAP; (e) any non-cash gain attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such gain has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (f) any gain relating to amounts received in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income in the such period; and (g) any loss relating to hedging obligations associated with transactions realized in the current period that has



been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (i)(k) and (i)(l) above;

provided, that to the extent included in Consolidated Net Income: (I) there shall be excluded in determining EBITDA currency translation gains and losses related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances); (II) there shall be excluded in determining EBITDA for any period any adjustments resulting from the application of Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; and (III) there shall be (A) excluded in determining EBITDA for any period the Disposed EBITDA of any Person, property, business or asset sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Company or any of its Subsidiaries during such period (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a **"Sold Entity or Business"**) based on the Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical pro forma basis and (B) included in determining EBITDA for any period in which a Sold Entity or Business is disposed, an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such disposal).

**"EBITDA Condition"** means for any twelve (12)-month period ending the December 31<sup>st</sup> preceding a Potential Mandatory Redemption Date, the Company's EBITDA is at least \$100,000,000.

**"Equity Interests"** means, at any date, Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock) outstanding at such date.

**"Excluded Issuance"** means any (i) issuance of shares of Senior Preferred Stock from time to time to employees of the Company pursuant to the Company's equity incentive plans approved by the Board of Directors of the Company, (ii) issuance of Senior Securities or Parity Securities the proceeds from which will be used to redeem all of the Senior Preferred Stock then outstanding in accordance with the provisions of paragraph (e) or (iii) issuance of Senior Preferred Stock paid to a Holder in connection with any PIK Dividend.

**"GAAP"** means generally accepted accounting principles in the United States of America, as in effect from time to time.

**"Holder"** means a Person in whose name a share of Senior Preferred Stock is registered.

**"Initial Dividend Period"** means the dividend period commencing on the date of issuance and ending on the day before the first Dividend Payment Date to occur thereafter.

**"Legal Holiday"** means a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized by law, regulation or executive order to remain closed.

**"Non-Cash Charges"** means (a) any impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and investments in debt and equity securities pursuant to GAAP, (b) all losses from investments recorded using the equity method, (c) any and all non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements, and (d) other non-cash charges (provided, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

**"Person"** means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

**"Potential Mandatory Redemption Date"** shall mean March 31<sup>st</sup> of each year, beginning on March 31, 2021.

**"Pro Forma Disposal Adjustment"** means, for any period that includes all or a portion of a fiscal quarter included in any twelve (12)-month period preceding any Potential Mandatory Redemption Date with respect to any Sold Business or Entity, the pro forma increase or decrease in EBITDA projected by the Company in good faith as a result of contractual arrangements between the Company or any Subsidiary entered into with such Sold Entity or Business at the time of its disposal or within the twelve (12)-month period preceding any Potential Mandatory Redemption Date and which represent an increase or decrease in EBITDA which is incremental to the Disposed EBITDA of such Sold Entity or Business for the most recent four quarter period prior to its disposal.

**"Pro Rata Amount"** shall mean, at any time, with respect to any Holder of Senior Preferred Stock, the ratio of (i) the number of shares of Senior Preferred Stock then held by such Holder, to (ii) the total number of shares of Senior Preferred Stock then outstanding.

**"Quarterly Dividend Period"** shall mean the quarterly period commencing on each March 31, June 30, September 30 and December 31 and ending on the day before the following Dividend Payment Date.

**"Redemption Date"** with respect to any shares of Senior Preferred Stock, means the date on which such shares of Senior Preferred Stock are redeemed by the Company.

**"Securities Act"** means the Securities Act of 1933, as amended.

**"Subsidiary"** means, with respect to any Person, (i) any corporation, limited liability company, joint venture, association or other business entity of which more than

50% of the total Voting Power of such entity is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

**"Transfer Agent"** shall mean the Company or any successor transfer agent chosen by the Company.

**"Voting Power"** with respect to any Person as of any date means the total voting power of Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the directors, managers, trustees or other governing body of such Person.

IN WITNESS WHEREOF, WP ROCKET HOLDINGS INC. caused this  
Certificate of Designations to be signed by [ ] and attested by  
[ ● ], its Secretary, this [ ] day of [ ], 2013.

WP ROCKET HOLDINGS INC.

By: \_\_\_\_\_  
Name:  
Title:

Attest:

By: \_\_\_\_\_  
[ ● ]  
Secretary