

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11
: :
Rural/Metro Corporation, et al.,¹ : Case No. 13-11952 (KJC)
: :
Debtors. : Jointly Administered
: :
: : **Hearing Date: December 16, 2013 at 11:00 a.m. (ET)**
: : **Objection Deadline: December 9, 2013 at 4:00 p.m. (ET)**
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**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 November 5, 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**”),² 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 December 16, 2013 at 11:00 a.m. (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

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

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

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 December 9, 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 December 9, 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. 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:³

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

³ 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: November 5, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Maris J. Kandestin

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