

**EXHIBIT E**

**Exit LC Facility**

**LETTER OF CREDIT REIMBURSEMENT  
AND SECURITY AGREEMENT**

This Letter of Credit Reimbursement and Security Agreement, dated as of [●], is by and between RURAL/METRO CORPORATION, a Delaware corporation (“Applicant”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (together with its successors and assigns, “Issuer”).

**RECITALS**

WHEREAS, on August 4, 2013 (the “Petition Date”), WP Rocket Holdings Inc., a Delaware corporation (“Holdings”), Applicant and its subsidiaries (collectively, the “Debtors”) commenced certain chapter 11 cases, as administratively consolidated as Chapter 11 Case No. 13-11952 (collectively, the “Chapter 11 Cases”) by filing separate voluntary petitions for reorganization pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, during the pendency of the Chapter 11 Cases, the Debtors continued to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, prior the Petition Date, financing was provided to Applicant and letters of credit were issued for the benefit of Applicant (the “Prepetition Letters of Credit”) pursuant to that certain Credit Agreement dated as of June 30, 2011 (as amended or otherwise modified), among Holdings, Applicant (as successor by merger to WP Rocket Merger Sub, Inc., a Delaware corporation), the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent;

WHEREAS, prior to the Petition Date, an Irrevocable Standby Letter of Credit was issued for the benefit of Applicant (the “Stand Alone Letter of Credit”) on July 22, 2013;

[WHEREAS, pursuant to certain orders of the Bankruptcy Court, Issuer provided debtor in possession financing to Applicant in the form of letters of credit (the “DIP Letters of Credit”) pursuant to that certain Senior Secured Super Priority Priming Debtor in Possession Letter of Credit Reimbursement and Security Agreement, dated as of August 4, 2013 and effective as of August 7, 2013, by and between Applicant and Issuer;]

WHEREAS, on [●], the Bankruptcy Court entered an order (the “Confirmation Order”) pursuant to Section 1129 of the Bankruptcy Code confirming the Plan of Reorganization of the Debtors (the “Plan”);

WHEREAS, upon the terms and subject to the conditions set forth herein, Issuer has agreed from time to time to issue one or more stand-by letters of credit in an aggregate principal amount of up to \$[50,000,000], which in the case of any letter of credit replacing any existing Prepetition Letter of Credit or DIP Letter of Credit, shall be substantially in the form of such existing Prepetition Letter of Credit or DIP Letters of Credit, as the case may be (in each case, to the extent the issuer of such underlying letter of credit is Credit Suisse AG, Cayman Islands

Branch), or otherwise in a form satisfactory in all respects to Issuer in its sole discretion (each, as amended or otherwise modified from time to time, a “Letter of Credit”), for the account of Applicant and for the benefit of one or more Persons (as defined below) (each, a “Beneficiary”) for the purpose of replacing the Prepetition Letters of Credit, the DIP Letters of Credit, the Stand Alone Letter of Credit or any Letter of Credit issued hereunder;

WHEREAS, Issuer has established, and is the owner of, Account No. 8900492627 (the “Collateral Account”), with The Bank of New York (the “Deposit Bank”);

WHEREAS, Applicant has agreed, pursuant to the terms and conditions set forth herein, to provide Issuer certain cash sums from time to time to be deposited in the Collateral Account as collateral for the obligations of Applicant incurred under, arising out of or in connection with this Agreement;

WHEREAS, as of the date hereof, Applicant and Holdings have entered into that certain Credit Agreement (as amended or otherwise modified from time to time, the “Credit Agreement”) by and among Holdings, Applicant, the lenders party thereto (the “Credit Agreement Lenders”) and Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent (the “Credit Agreement Agent”) for the Credit Agreement Lenders; and

WHEREAS, Applicant and Issuer desire to set forth the terms and conditions that shall apply to the Letters of Credit and certain related matters in connection therewith.

NOW, THEREFORE, Applicant and Issuer hereby agree as follows:

1. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Agreement” means this Letter of Credit Reimbursement and Security Agreement, as amended or otherwise modified from time to time in accordance with the terms hereof.

“Amendment” has the meaning specified in Section 3.

“Amendment Request” has the meaning specified in Section 3.

“Applicant” has the meaning specified in the preamble hereof.

“Authorized Act” has the meaning specified in Section 3(d).

“Authorized Officer” has the meaning specified in Section 3(d).

“Bankruptcy Code” has the meaning specified in the recitals hereof.

“Base Rate” means, with respect to any amount payable hereunder, a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the higher of:

(i) the rate of interest per annum most recently announced or established by Issuer in New York, New York, from time to time, as Issuer's "prime rate for dollars loaned in the United States"; and

(ii) ½ of 1% per annum above the Federal Funds Rate in effect from time to time.

The Base Rate is an index rate and is not necessarily intended to be the lowest or best rate of interest charged to other customers in connection with extensions of credit to customers or to other banks.

"Beneficiary" has the meaning specified in the recitals hereof.

"Business Day" means a day other than a Saturday, a Sunday or any other day on which banks are authorized or required by law to close in New York City.

"Certificate" has the meaning specified in Section 3(c).

"Collateral" has the meaning specified in Section 11(a).

"Collateral Account" has the meaning specified in the recitals hereof.

"Collateral Agent Agreement" means the Collateral Agent and Intercreditor Agreement dated as of the date hereof among the Borrower, the Credit Agreement Agent and the Issuer.

"Confirmation Order" has the meaning specified in the recitals hereof.

"Credit Agreement" has the meaning specified in the recitals hereof.

"Credit Agreement Agent" has the meaning specified in the recitals hereof.

"Credit Agreement Lenders" has the meaning specified in the recitals hereof.

"Credit Agreement Liens" means the Liens granted by the Debtors in favor of the Credit Agreement Agent for the benefit of the Credit Agreement Lenders pursuant to the Credit Documents.

"Credit Documents" means the Credit Agreement and the other "Loan Documents" as such term is defined in the Credit Agreement.

"Deposit Bank" has the meaning specified in the recitals hereof.

"Effective Date" has the meaning specified in Section 3.

"Event of Default" has the meaning specified in Section 15(a).

"Federal Funds Rate" means, for any day, a fluctuating interest rate per annum equal for such day to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the

Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Issuer from three Federal funds brokers of recognized standing selected by it.

“Governing Body” has the meaning specified in Section 3(d).

“Indemnified Parties” has the meaning specified in Section 10.

“Issuance Period” means the period commencing on the Effective Date and ending on the earlier of the Termination Date and the termination of the Credit Agreement in accordance with the terms thereof.

“Issuer” has the meaning specified in the preamble hereof.

“Issuer Costs” has the meaning specified in Section 8(b).

“L/C Outstandings” means, at any time, an aggregate amount equal to the sum of (a) the Stated Amount of all outstanding Letters of Credit and (b) the aggregate amount of all unpaid L/C Reimbursement Amounts, in each case, at such time.

“L/C Reimbursement Amount” has the meaning specified in Section 4(a).

“Letter of Credit” has the meaning specified in the recitals hereof.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Maximum Stated Amount” means \$[50,000,000].

“Minimum Collateral Base” means, on any date as of which it is determined hereunder, the product of (a) the L/C Outstandings on such date and any accrued interest thereon multiplied by (b) 1.025.

“Net Asset Value” has the meaning specified in Section 6(a).

“Non-Excluded Taxes” has the meaning specified in Section 9.

“Notice Date” has the meaning specified in Section 6(b).

“Obligations” has the meaning specified in Section 11.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time.

“Permitted Use” means replacing any Prepetition Letters of Credit, DIP Letters of Credit or the Stand Alone Letter of Credit or any Letter of Credit issued hereunder (or amending the same).

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

“Plan” has the meaning specified in the recitals hereof.

“Proceeding” has the meaning specified in Section 25.

“Request” has the meaning specified in Section 3.

“Required Supporting Documents” has the meaning specified in Section 3(a).

“Shortfall Amount” has the meaning specified in Section 6(b).

“Shortfall Date” has the meaning specified in Section 6(b).

“Shortfall Notice” has the meaning specified in Section 6(b).

“Stated Amount” means, at any time, with respect to any Letter of Credit or Letters of Credit, the total amount then available to be drawn under such Letter of Credit or Letters of Credit.

“Termination Date” means the earlier of (i) June 30, 2018 and (ii) any termination pursuant to Section 30 hereof.

“UCC” has the meaning specified in Section 13.

2. Applicability of Agreement. Notwithstanding anything herein to the contrary, the existing Prepetition Letters of Credit and the DIP Letters of Credit are hereby deemed to be Letters of Credit issued under this Agreement. This Agreement shall apply to each Letter of Credit (and any Amendments thereto) requested by Applicant and issued pursuant to the terms and conditions hereof.

3. Issuance of Letters of Credit. During the Issuance Period, within five (5) Business Days after receipt by Issuer of Applicant’s written request, submitted substantially in the form of Exhibit A attached hereto (a “Request”), the Issuer shall issue a Letter of Credit or Letters of Credit to one or more Beneficiaries in respect of any existing Letter of Credit, or Applicant’s written request, submitted substantially in the form of Exhibit B attached hereto (an “Amendment Request”), for an amendment to an existing Letter of Credit (in a form satisfactory in all respects to Issuer in its sole discretion) (an “Amendment”), Issuer shall issue such Letter of Credit or Amendment subject to the following conditions (the date on which each of such conditions has been satisfied, the “Effective Date”):

- (a) prior satisfaction by Applicant of its obligations set forth in Section 5(a),

(b) payment in full of the fees and expenses described in Section 8 hereof and due and payable on the Effective Date,

(c) delivery of a certificate (a "Certificate") executed by an Authorized Officer, in substantially the form attached hereto as Exhibit C, certifying *inter alia* that the representations and warranties set forth in this Agreement are true and correct in all material respects (or to the extent any such representation or warranty is qualified by materiality, true and correct) as of such date and no Event of Default has occurred and is continuing and that no Letter of Credit shall be used for any purpose other than a Permitted Use, and

(d) prior receipt by Issuer of the following items:

- (i) certified copy of the resolutions of the Board of Directors (or equivalent governing body) of Applicant (the "Governing Body") with respect to this Agreement, including, without limitation, (A) approving this Agreement, all matters contemplated hereby, the issuance of Letters of Credit pursuant to this Agreement with an aggregate Stated Amount of up to the Maximum Stated Amount and all other matters contemplated in connection herewith and (B) authorizing each applicable officer of Applicant (each, an "Authorized Officer") to take all such actions, to arrange for, execute and deliver any Request or Amendment Request with respect to Letters of Credit in an aggregate amount of up to the Maximum Stated Amount, supplemental agreements, instruments, amendments, extensions or other modification in the name and on behalf of Applicant, which the applicable Authorized Officer determines in his/her sole judgment to be necessary, proper or advisable in connection with or in order to perform Applicant's obligations hereunder or in connection with this Agreement (each such act, an "Authorized Act"), with the performance of any Authorized Act by any Authorized Officer to be conclusive evidence that the same has been authorized and approved by Applicant and the Governing Body in every respect;
- (ii) true, complete and accurate copies of the constituent documents of Applicant, certified by an Authorized Officer, as in effect on the date such constituent documents are submitted to Issuer;
- (iii) evidence satisfactory to Issuer that (A) the Bankruptcy Court shall have entered a Confirmation Order in form and substance reasonably satisfactory to Issuer confirming the Plan and such Confirmation Order shall have become final and non-appealable, (B) the Plan shall have become effective in accordance with its terms, and all conditions precedent to the effectiveness of the Plan shall have been satisfied or waived (with the prior consent of Issuer if the Issuer reasonably determines such waiver is materially adverse to it), and (C) the transactions contemplated by the Plan to occur on the effective date of the Plan shall have been consummated on the Effective Date;

- (iv) all documentation and other information reasonably requested in writing by Issuer under applicable “know your customer” and anti-money-laundering rules and regulations, including without limitation, the Patriot Act; and
- (v) a favorable legal opinion (addressed to Issuer and dated the Effective Date) of [Wilkie Farr & Gallagher LLP] in form and substance reasonably satisfactory to Issuer.

Issuer, in its sole discretion, may issue any Letter of Credit through one or more of its branches or affiliates.

Notwithstanding anything to the contrary contained herein, (i) in no event may a Request or Amendment Request be submitted to Issuer, and no Letter of Credit (or Amendment thereto) shall be issued, after the Issuance Period unless expressly consented to in writing by Issuer, (ii) no Letter of Credit shall have an expiration date later than one (1) year after the date of issuance thereof (provided, that any Letter of Credit may, upon the request of Applicant, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of one year or less unless Issuer notifies the beneficiary thereof within the time period specified in such Letter of Credit or, if no such time period is specified, at least 30 days prior to the then-applicable expiration date, that such Letter of Credit will not be renewed) and (iii) and no Letter of Credit (or Amendment thereto) shall be issued if after giving effect thereto, the aggregate Stated Amount of the Letters of Credit hereunder would exceed the Maximum Stated Amount.

#### 4. Reimbursement.

(a) Applicant shall reimburse Issuer for the amount of any drawing honored under a Letter of Credit and paid by Issuer (and any taxes, fees, charges or other costs reasonably incurred by Issuer in connection with such payment) (the “L/C Reimbursement Amount”) in immediately available funds (i) no later than 3 p.m. on the day (which shall be a Business Day) on which payment is made by Issuer under a Letter of Credit, provided that Issuer notifies Applicant in writing (which, for the avoidance of doubt, shall include email and other electronic commission) by noon on such date that Issuer has made such payment under such Letter of Credit or (ii) if Issuer notifies Applicant after noon on the date of such payment, then by 11 a.m. on the next Business Day following receipt of such written notice by Applicant; provided that the failure of Issuer to so notify Applicant, and any delay in so notifying Applicant, shall not relieve, limit or otherwise affect any obligation of Applicant under this Agreement or any related document; provided, further, that if the Applicant does not pay the L/C Reimbursement Amount by the time specified above, then the Issuer shall withdraw such L/C Reimbursement Amount from the Collateral Account, which withdrawal, so long as such withdrawal is equal to the L/C Reimbursement Amount, shall satisfy the Applicant’s reimbursement obligation with respect to such L/C Reimbursement Amount for all purposes under this Agreement.

(b) Without duplication of any amount paid or deemed paid pursuant to Section 4, Applicant shall pay to Issuer, on demand, all Issuer Costs as more specifically set forth in Section 8(b).



(c) Applicant shall pay to Issuer the full L/C Reimbursement Amount in cash no later than the Termination Date.

5. Covenants.

(a) Prior to the issuance by Issuer of any Letter of Credit (or any Amendment thereto) hereunder (including pursuant to Section 2 hereof) and as a condition precedent thereto, Applicant shall provide Issuer a cash sum for deposit in the Collateral Account so that, when combined with the aggregate Net Asset Value of all cash from Applicant already on deposit in the Collateral Account, the Collateral Account, with respect to Applicant, contains assets with an aggregate Net Asset Value equal to or greater than the Minimum Collateral Base.

(b) In the event that there is a decline or reduction in the Net Asset Value as determined in accordance with Section 6(a), Applicant shall provide Issuer additional amounts in cash to be deposited in the Collateral Account in such amounts and in the manner required pursuant to Section 6(c).

(c) Applicant hereby agrees that it will (i) comply in all material respects with all U.S. and foreign laws, regulations and rules now or later applicable to any Letter of Credit or this Agreement and the transactions contemplated thereunder and hereunder, or Applicant's execution, delivery and performance under this Agreement, (ii) inform Issuer promptly upon Applicant becoming aware of the occurrence of an Event of Default and (iii) preserve and maintain in full force and effect its corporate existence and good standing under the laws of its jurisdiction of organization.

(d) Applicant hereby agrees that, until the Termination Date, it will furnish to Issuer the financial, statements, reports and notices required to be delivered to the Credit Agreement Agent pursuant to the Credit Agreement (simultaneously with such delivery to the Credit Agreement Agent).

(e) Applicant shall use the proceeds of the Letters of Credit solely for the Permitted Uses.

6. Collateral Account Monitoring and Shortfalls.

(a) Applicant agrees that the value of assets on deposit in the Collateral Account will be monitored by Issuer according to Issuer's standard operating procedures, and that the value of assets in the Collateral Account, net of any applicable banking or brokerage fees and commissions (the "Net Asset Value"), will be calculated by Issuer on a daily basis in a commercially reasonable manner.

(b) Issuer will, in the event that the aggregate Net Asset Value of the Collateral Account with respect to Applicant, as calculated on any Business Day, is less than the Minimum Collateral Base, on such day (a "Notice Date"), notify Applicant of such shortfall by facsimile transmission with telephone confirmation (a "Shortfall Notice"). If a Shortfall Notice is given prior to 10:00 am on a Business Day, then such Business Day shall be the "Shortfall Date", provided that if such notice is given after 10:00 am on a Business Day or on a day that is not a Business Day, then the subsequent Business Day shall be the "Shortfall Date". The

Shortfall Notice shall include (i) the aggregate Net Asset Value of the Collateral Account with respect to Applicant as of the Notice Date, (ii) the amount of the L/C Outstandings (and any accrued interest thereon) on the Notice Date, and (iii) a calculation showing the amount that Applicant is required to provide Issuer for contribution to the Collateral Account, as set forth in Section 6(c) (the "Shortfall Amount").

(c) The Shortfall Amount shall be an amount equal to (i) the Minimum Collateral Base on the applicable Notice Date minus (ii) the aggregate Net Asset Value of the Collateral Account with respect to Applicant on such Notice Date. Applicant agrees to provide Issuer for contribution to the Collateral Account additional amounts in cash equal to the Shortfall Amount prior to 4:00 pm on the relevant Shortfall Date.

7. Representations and Warranties. Applicant represents and warrants as follows on the date hereof and as of the date of issuance of each Letter of Credit (or as of the date of any Amendment thereto):

(a) It is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all the requisite powers and all material government licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The (i) execution, delivery and performance by it of this Agreement, (ii) the granting of the Liens granted by it (including the first priority nature thereof in accordance with the Collateral Agent Agreement) pursuant to Section 11 hereof, (iii) the perfection or maintenance of the Liens created by Section 11 hereof, and (iv) the granting of authority to Issuer with respect to the exercise of its rights hereunder or under any other related document or remedies in respect of the Collateral Account, are within its corporate powers, have been duly authorized by all necessary corporate action (including all Governing Body resolutions, true and correct copies of which have been or will have been delivered to Issuer on the date of the initial Request), require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene, or constitute a default under, any provision of applicable law or regulation or of constituent documents of Applicant, as the case may be, or of any agreement, judgment, injunction, order, decree or other instrument binding upon Applicant, as the case may be, or any of its subsidiaries, or result in the creation or imposition of any Lien on the Collateral Account, except the Liens created by Section 11 hereof, except to the extent that failure to take such action, make such filing, such contravention or default could not reasonably be expected to have a Material Adverse Effect.

(c) This Agreement has been duly executed and delivered by Applicant. This Agreement constitutes a legal, valid and binding agreement of Applicant, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) Issuer has a valid, perfected security interest in and lien on all of the Collateral, subject to no other Lien (other than the Credit Agreement Liens) securing all Obligations hereunder and all filings and other actions necessary to perfect such security interests have been duly taken. All funds provided by Applicant to Issuer hereunder is free and

clear of any Lien, except for the liens and security interests created hereunder and the Credit Agreement Liens, and Applicant was the legal and beneficial owner thereof at the time provided to Issuer.

(e) Both before and after the issuance of each Letter of Credit (or Amendment thereto), no Event of Default shall have occurred and be continuing.

(f) Applicant is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(g) Except as previously disclosed to the Issuer in writing, there are no actions, suits or proceedings by or before any arbitrator or governmental authority pending against or, to the knowledge of the Applicant, threatened in writing against or affecting Holdings, the Applicant or any Subsidiary that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(h) After taking into account all applicable rights of indemnity and contribution, (a) the fair value of the assets of Holdings, the Applicant and its Subsidiaries, taken as a whole, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of Holdings, the Applicant and its Subsidiaries, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) Holdings, the Applicant and its Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, and (d) Holdings, the Applicant and its Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted following the Effective Date. For purposes of this clause (h), the amount of any contingent liability at any time shall be computed as the amount that, in the light of all of the facts and circumstances existing at such time, represents the amount that could reasonably be expected to become an actual or matured liability.

(i) There is no Shortfall Amount.

All representations and warranties made or deemed made in this Agreement shall survive the execution and delivery of this Agreement and the issuance of any Letter of Credit (or any Amendment thereto).

8. Issuance Fee/Issuer Costs.

(a) So long as any Letter of Credit then remains undrawn, an issuance fee shall be deemed to accrue upon the total outstanding principal amount of such Letter of Credit at a rate per annum equal to 0.50% per annum (or such other percentage subsequently agreed to in writing by Issuer and Applicant), payable on the last Business Day of each March, June, September and December (i.e., every 90 days) in arrears, it being understood that the first such quarterly period shall commence on the date of the first issuance of a Letter of Credit hereunder. The issuance fee hereunder shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Applicant agrees to pay to Issuer, on demand, all reasonable costs and expenses (including attorney's fees) (collectively, the "Issuer Costs") that Issuer may pay or incur, or has already paid or incurred on or prior to the date hereof, in connection with the issuance of any Letter of Credit (or any Amendment thereto) and the negotiation, preparation, execution, performance and delivery of this Agreement and the transactions contemplated hereby and thereby, as well as in connection with the enforcement of, and preservation of Issuer's rights hereunder and thereunder, including, without limitation:

(i) increased costs to Issuer or any entity controlling Issuer arising from the imposition or modification or effectiveness after the date hereof of any reserve, special deposit, insurance, or similar requirement or from a change in the basis of taxation (other than by a change in taxation of the overall net income of Issuer or such entity) including fees or charges with respect to any Letters of Credit issued by Issuer;

(ii) directly or indirectly increased costs to Issuer or any entity controlling Issuer for issuing or maintaining any Letter of Credit, arising from any change in any applicable law, rule, regulation or request or directive (whether or not having the force of law) imposed or becoming effective after the date hereof by any governmental authority or agency imposing on Issuer or such entity or any other condition affecting this Agreement or any Letter of Credit (or any Amendment thereto) or its issuance (including as to capital adequacy); and

(iii) all sums expended by Issuer, including, without limitation, reasonable attorney's fees, disbursements and court costs, in connection with the exercise of any right or remedy provided for herein, the preservation of the Collateral and Issuer's interest therein and the defense or prosecution of any actions, suits or proceedings arising out of or relating to the Collateral.

(c) Applicant also agrees to pay Issuer, on demand, an amount equal to any and all costs (including breakage costs) and expenses related to investments in the Collateral Account made during the continuance of an Event of Default, including by reason of the early liquidation or realization of investments therein, incurred in connection with this Agreement.

(d) If Issuer becomes entitled to claim any additional amount pursuant to Section 8(b), it shall promptly notify Applicant of the event by reason of which it has become so entitled. A certificate as to any additional amount payable pursuant to Section 8(b) or (c), showing in reasonable detail the determination of the additional amount claimed, submitted by Issuer to Applicant shall be conclusive in the absence of manifest error. The agreements in this Section 8 shall survive the termination of this Agreement and the payment of all other amounts payable hereunder.

9. Taxes. All payments made by Applicant under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority, excluding net income taxes and franchise taxes (imposed in lieu of net

income taxes) imposed on Issuer as a result of a present or former connection between Issuer and the jurisdiction of the governmental authority imposing such tax or political subdivision or taxing authority thereof or therein (other than any such connection arising solely from Issuer having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or a Letter of Credit). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") are required to be withheld from any amounts payable to Issuer hereunder, the amounts so payable to Issuer shall be increased to the extent necessary to yield to Issuer (after payment of all Non-Excluded Taxes) amounts payable hereunder at the rates or in the amounts specified in this Agreement. Whenever any Non-Excluded Taxes are payable by Applicant, as promptly as possible Applicant shall send to Issuer a certified copy of an original official receipt received by Applicant showing payment thereof (or if such document is not reasonably available to Applicant, other documentary evidence of payment). If Applicant fails to pay any Non-Excluded Taxes when due to the appropriate taxing authority or fails to remit to Issuer the required receipts or other required documentary evidence, Applicant shall indemnify Issuer for any incremental taxes, interest or penalties that may become payable by it as a result of any such failure. The agreements in this Section 9 shall survive the termination of this Agreement and the payment of all other amounts payable hereunder.

10. Indemnity. Applicant hereby agrees to indemnify and hold harmless Issuer and its affiliates and their respective directors, officers, employees, agents and advisors ("Indemnified Parties"), on demand and to the fullest extent legally permissible, and hold each of them harmless from and in respect of any and all losses, damages, liabilities, expenses (including, without limitation, expenses of investigation and defense and reasonable fees and disbursements of counsel), claims, liens or other obligations of any nature whatsoever (including, without limitation, the costs of enforcing this provision) that may arise out of any claim in any connection whatsoever with this Agreement or a Letter of Credit, whether or not Issuer or such other Indemnified Parties are party to any such action and whether or not brought by third parties or Applicant or its affiliates, other than losses, damages, liabilities, expenses, claims, liens or other obligations that (x) may arise out of an Indemnified Party's gross negligence, bad faith or willful misconduct, (y) resulted from a material breach of the Issuer Documents by such Indemnified Party or (z) arise from disputes between or among Indemnified Parties that do not involve an act or omission by Holdings, the Borrower or any Subsidiary, in each case, as determined by a court of competent jurisdiction in a non-appealable final judgment. The agreements in this Section 10 shall survive the termination of this Agreement and the payment of all other amounts payable hereunder.

11. Security Interest.

(a) To secure all of Applicant's contingent and absolute obligations to Issuer under, arising out of or in connection with this Agreement (the "Obligations"), Applicant pledges to Issuer, and grants to Issuer a first priority continuing security interest in, all of Applicant's right, title and interest (whether now owned or hereafter acquired) in, under and to the funds provided by Applicant to Issuer hereunder and deposited or held (or to be deposited or held) in the Collateral Account, all security entitlements with respect to all financial assets from time to time credited to the Collateral Account, all cash from time to time deposited or held in or credited to the Collateral Account, and all financial assets, dividends, distributions, return of

capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such security entitlements or financial assets and all warrants, rights or options issued thereon or with respect thereto, and all proceeds thereof (including any interest earned on funds on deposit in the Collateral Account, which shall be credited to the Applicant, and retained in the Collateral Account) in respect of such funds (the “Collateral”). Applicant agrees that the Collateral shall be released from the Liens created hereby only upon (A) the expiration or termination of all Letters of Credit in accordance with their respective terms, (B) payment in full in cash of all Obligations, and (C) so long as no Event of Default is continuing, in the event the amount of the funds in the Collateral Account exceeds the Minimum Collateral Base and there is no Shortfall Amount, the funds equal to such excess shall be paid to Applicant upon its request to Issuer, provided that Applicant shall bear any and all costs (including breakage costs) and expenses related to investments in the Collateral Account, including by reason of the early liquidation or realization of investments therein, incurred in connection with such lien release.

(b) This Agreement secures the payment of all Obligations of Applicant now or hereafter existing hereunder, under any Letter of Credit and under any other related documents, whether direct or indirect, absolute or contingent.

(c) Until each Letter of Credit has expired or been terminated in accordance with its terms and all Obligations have been paid in full in cash, it is agreed that: (i) that interest shall accrue on cash provided by Applicant for deposit in the Collateral Account at a rate per annum equal to the Federal Funds Rate minus fifteen (15) basis points; (ii) Applicant shall not, and shall have no right to, deliver or make any entitlement orders or other directions concerning the Collateral or the Collateral Account; (iii) Issuer shall have exclusive control over the Collateral Account and the funds, assets and properties therein; provided that amounts shall be withdrawn from the Collateral Account solely to satisfy the Obligations of Applicant in accordance with the terms of this Agreement; and (iv) Applicant will not create, incur, assume or suffer to exist any Lien on or with respect to the Collateral (except the Liens created by this Section 11 or the Credit Agreement Liens).

(d) At the sole expense of Applicant, Applicant shall do all such acts, and shall execute and deliver to Issuer, as applicable, all such financing statements, certificates, instruments and other documents and shall do and perform or cause to be done all matters and such other things necessary to be done as Issuer may reasonably request from time to time for the purpose of effectively perfecting, maintaining and preserving Issuer’s security interest and the benefits intended to be granted to Issuer hereunder.

(e) Applicant warrants and shall defend the right, title and interest of Issuer in and to all Collateral against all adverse claims and demands (other than those adverse claims and demands permitted under the terms of the Credit Agreement).

(f) Except for Credit Agreement Liens, Applicant shall not sell, assign, transfer or otherwise dispose of, or grant any option with respect to, pledge or otherwise encumber any of the Collateral or any interest therein without the prior written consent of Issuer.

(g) Anything herein to the contrary notwithstanding, (i) Applicant shall remain liable under any contracts and agreements related to the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Issuer of any of the rights hereunder shall not release Applicant from any of its duties or obligations under the contracts and agreements relating to the Collateral, and (iii) Issuer shall not have any obligation or liability under the contracts and agreements relating to the Collateral by reason of this Agreement or any Letter of Credit, nor shall Issuer be obligated to perform any of the obligations or duties of Applicant thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(h) Applicant hereby authorizes Issuer to file one or more UCC-1 or UCC-3 or other financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of Applicant where permitted by law. A photocopy or other reproduction of this Agreement, or any financing statement covering the Collateral or any part thereof, shall be sufficient as a financing statement where permitted by law.

(i) Without duplication of Section 18, expenses incurred by Issuer in connection with the taking of any action permitted by this Section 11 to enforce, protect or perfect its security interest and Lien in the Collateral shall be payable by Applicant on demand and shall constitute Obligations secured hereby.

(j) Applicant hereby irrevocably appoints Issuer as Applicant's attorney-in-fact, with full authority in the place and stead of Applicant and in the name of Applicant or otherwise, upon the occurrence of an Event of Default that is continuing, to take any action and to execute any instrument that Issuer may deem necessary or reasonably advisable to accomplish the purposes of this Agreement or to continue or enforce its security interest in the Collateral, including, without limitation, (i) to receive, endorse and collect all instruments made payable to Applicant representing any payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, (ii) to invest and reinvest the Collateral (including any proceeds from Collateral that matures) as it may deem appropriate, all of such investments, reinvestments and proceeds to remain in the Collateral Account until a release is authorized in accordance with the last sentence of Section 11(a) above, and (iii) to file any claims or take any action or institute any proceedings that Issuer may deem necessary or reasonably desirable for the collection of any of the Collateral or otherwise to enforce compliance with the rights of Issuer with respect to any of the Collateral.

(k) The powers conferred on Issuer hereunder are solely to secure the payment and performance of the Obligations, and shall not impose any duty upon it to exercise any such powers. Issuer shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which an ordinary person accords its own property, it being understood that Issuer shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral other than (i) the safe custody of any Collateral under its control or dominion, (ii) the accounting for monies actually received by it hereunder, and (iii) the application of monies in accordance with this Agreement.

12. Obligation Absolute. To the fullest extent permitted by applicable law, the obligations of Applicant under this Agreement shall be absolute, unconditional and irrevocable, and shall be paid or performed strictly in accordance with the terms of this Agreement under any and all circumstances, including, without limitation, the following circumstances:

- (a) any lack of validity or enforceability of any Letter of Credit;
- (b) any amendment or waiver of or any consent to depart from the terms of this Agreement or any Letter of Credit (except to the extent of such amendment, waiver, consent or departure);
- (c) the existence of any claim, set-off, defense or other right which Applicant may have at any time against any Beneficiary or any transferee of any Letter of Credit (or any Persons for whom such Beneficiary or any such transferee may be acting), Issuer, or any other Person, whether in connection with this Agreement or otherwise;
- (d) any statement or any other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;
- (e) payment by Issuer under any Letter of Credit against presentation of a draft or certificate which does not conform to the terms of such Letter of Credit;
- (f) the failure by Issuer to honor any drawing under any Letter of Credit, or to make any payment demanded under such Letter of Credit, on the ground that the demand for such payment does not conform to the terms and conditions of such Letter of Credit, provided that such failure shall not have constituted the gross negligence or willful misconduct of Issuer;
- (g) any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit or a related draft or documents, except for errors or omissions caused by Issuer's gross negligence or willful misconduct;
- (h) any dispute or claim between or involving Applicant and any Beneficiary;
- (i) any lack of validity or enforceability of the obligation of Applicant to any Beneficiary for which a Letter of Credit has been provided as security; or
- (j) any other circumstances or happening whatsoever, whether or not similar to any of the foregoing, provided that such circumstances or happening shall not have constituted the gross negligence or willful misconduct of Issuer;

provided that any determination of Issuer's gross negligence or willful misconduct shall have been made by a court of competent jurisdiction in a non-appealable final judgment.

13. Standard of Care. Notwithstanding other provisions of this Agreement or applicable law, Issuer shall not be liable to Applicant for any action taken or omitted by Issuer



under or in connection with this Agreement, any Letter of Credit (or any Amendment thereto) or a related draft or documents, if done in the absence of gross negligence and willful misconduct and in accordance with any mandatory standard of care applicable under the Uniform Commercial Code of the State of New York (the “UCC”) and the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 (provided that in the event of a conflict, the applicable provisions of the UCC shall govern to the extent of such conflict), as in effect from time to time, and, in any event, Issuer shall under no circumstances be liable for any special, exemplary, punitive or consequential damages.

14. Payments.

(a) Any payments not made by Applicant when due under this Agreement shall bear interest for each day until paid at a rate per annum equal to the sum of (i) the Base Rate plus (ii) 2.00% (two percent) per annum.

(b) All amounts due from Applicant hereunder to Issuer shall be paid to Issuer by wire transfer to the following account (or such other account notified to Applicant by Issuer in writing) in U.S. Dollars and in same day funds:

The Bank of New York, New York  
ABA Number 021000018  
Credit Suisse AG, Cayman Islands Branch  
Account Number 8900492627

15. Events of Default.

(a) Each of the following shall be an “Event of Default” hereunder:

(i) Applicant shall fail to pay, or cause to be paid, any amount payable under Section 4(a) in full when due, or shall fail to pay, or cause to be paid, within three (3) Business Days after the due date thereof any other amount payable hereunder;

(ii) Applicant shall fail to observe or perform for a period of thirty (30) days any term of any of its covenants or agreements contained in this Agreement (other than those covered by Section 15(a)(i) above);

(iii) any representation, warranty, certification or statement made (or deemed made) by Applicant in this Agreement shall prove to have been incorrect or misleading in any material respect when made (or deemed made);

(iv) any Lien created by Section 11 shall at any time for any reason not constitute a valid and perfected Lien, subject to no other Lien (other than the Credit Agreement Liens), or Applicant shall so assert in writing;

(v) Applicant shall fail to contribute funds to the Collateral Account in an amount equal to the Shortfall Amount on any Shortfall Date, in accordance with Section 6 hereof;

- (vi) This Agreement or any material provision of this Agreement shall at any time for any reason cease to be valid and binding on Applicant, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Applicant, or a proceeding shall be commenced by any governmental agency or authority having jurisdiction over Applicant seeking to establish the invalidity or unenforceability thereof, or Applicant shall deny that it has any or further liability or obligation under this Agreement; and
  - (vii) The occurrence and continuance of an “Event of Default” under, and as such term is defined in, the Credit Agreement;
- (b) Upon the occurrence of an Event of Default, and upon every such occurrence, in addition to all rights and remedies set forth in this Agreement and/or otherwise available under applicable law:
- (i) Issuer may declare all amounts (whether direct or contingent) payable hereunder to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Applicant.
  - (ii) Issuer shall be entitled to apply, sell or otherwise liquidate and realize upon any and all funds, assets or property in the Collateral Account in satisfaction of the Obligations.
  - (iii) Issuer shall be entitled to set off against any or all the Obligations any amounts then owing by Issuer to Applicant (whether or not matured, whether or not contingent, and regardless of the currency, place of payment and booking office), including, without limitation, any and all deposits then held by Issuer to or for the credit or the account of Applicant.
  - (iv) Issuer may do any acts which it deems proper to protect the Collateral as security hereunder, and collect and sue upon the Collateral and receive any payments due thereon or any damages thereunder, and apply all sums received in connection with the Collateral to the payment of the Obligations in such order as Issuer shall determine.
  - (v) Issuer shall be entitled to require Applicant to deliver to Issuer all documents in the possession of Applicant relating to the Collateral, and Applicant shall promptly take such actions and furnish to Issuer such documents as Issuer deems necessary or appropriate, in its sole discretion, to enforce its rights with respect to the Collateral.
  - (vi) Issuer shall be entitled to direct the Deposit Bank to make all payments and deliveries under the Collateral directly to Issuer or its designee, and Applicant shall, upon request by Issuer and as applicable, execute and consent to all notices and directions given by Issuer to the Deposit

Bank, including transferring all Collateral to accounts maintained solely in the name of Issuer.

- (vii) Issuer shall be entitled to exercise, or cause the exercise of, Applicant's rights under or in respect of any Collateral.
- (viii) Issuer shall be entitled to exercise or cause the exercise of any other rights or remedies provided herein, in any document or instrument delivered pursuant hereto, under any other agreement or under applicable law (including, without limitation, any rights or remedies under the UCC).

(c) Issuer may enforce its rights and remedies hereunder without prior judicial process or hearing, and Applicant hereby expressly waives, to the fullest extent permitted by law, any right Applicant might otherwise have to require Issuer to enforce its rights by judicial process. Applicant also waives, to the fullest extent permitted by law, any defense Applicant might otherwise have to the Obligations secured hereby arising from use of nonjudicial process, enforcement and sale of all or any portion of the Collateral or from any other election of remedies.

(d) If the Collateral is insufficient to cover the payment in full of all Obligations, Applicant shall remain liable for any deficiency.

(e) The powers conferred on Issuer hereunder are solely for its benefit and do not impose any duty on Issuer to exercise any such powers. Following an Event of Default, Issuer shall have no duty of care as a secured party hereunder to Applicant as to any Collateral or with respect to the taking of any necessary steps to preserve rights against other parties or any other obligations pertaining to the Collateral, other than as may be expressly required by the UCC. Applicant waives all rights whatsoever against Issuer for any loss, expense, liability or damage suffered by Applicant as a result of actions taken by Issuer as secured party pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of Issuer, as determined by a court of competent jurisdiction in a non-appealable final judgment.

(f) Applicant hereby expressly waives, to the fullest extent permitted by law, every statute of limitation, right of redemption, any moratorium or redemption period, any limitation on a deficiency judgment, and any right which it may have to direct the order in which any of the Collateral shall be disposed of in the event of any disposition pursuant hereto.

16. Amendments; Waivers. Any provision of this Agreement may be amended, supplemented or waived if, but only if, such amendment, supplement or waiver is in writing and signed by each of Applicant and Issuer. In the case of any waiver, Applicant and Issuer shall be restored to their former positions and rights hereunder and any Event of Default waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

17. Notices. All notices, requests and demands to or upon the respective parties hereto shall be in writing (including by facsimile transmission) and shall be deemed to have been duly given or made (a) in the case of delivery by hand, when delivered or (b) in the

case of delivery by facsimile transmission, when sent and receipt has been confirmed, addressed as follows, or to such other address as may be hereafter notified by the respective parties hereto:

(i) Address for communications to Applicant:

Rural/Metro Corporation  
9221 E. Via De Ventura, Scottsdale, Arizona 85258  
Attention: Stephen Farber, Chief Financial Officer  
Facsimile No.:  
E-mail: [stephen.farber@rmetro.com](mailto:stephen.farber@rmetro.com)

(ii) Address for communications to Issuer:

Credit Suisse AG, Cayman Islands Branch  
Eleven Madison Avenue, 23rd Floor  
New York, New York 10010  
Attention: Trade Finance/Services Dept.  
Facsimile No.: 212-325-8315  
E-Mail: [list.ib-lettersofcredit-ny@credit-suisse.com](mailto:list.ib-lettersofcredit-ny@credit-suisse.com)

provided, however, that Applicant shall also deliver to Issuer all original Requests or Amendment Requests by mail following the delivery of such Requests or Amendment Requests by facsimile transmissions.

18. Costs and Expenses. Applicant agrees to pay, from time to time, on demand and on the date hereof, all reasonable costs and expenses of Issuer (including reasonable fees and disbursements of Issuer's counsel), in connection with the negotiation, preparation, execution and delivery of this Agreement and all Letters of Credit, as well as in connection with the enforcement of, and preservation of rights under, and ongoing advice, administration, and any modifications or amendments with respect to, this Agreement.

19. No Waiver; Remedies Cumulative. No failure to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, remedies, powers and privileges provided under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

20. Successors and Assigns. This Agreement shall be binding upon each party and its successors and permitted assigns and shall inure to the benefit of and be enforceable by each party, its successors and permitted assigns. Applicant shall not transfer or otherwise assign any of its obligations under this Agreement and any assignment in violation of this Section 20 shall be null and void. Issuer may transfer or otherwise assign its rights and obligations under this Agreement to any affiliate of Issuer, any assignee or successor pursuant to operation of law or any assignee or successor pursuant to a merger, consolidation or amalgamation with or into, or transfer of all or substantially all of Issuer's assets to, another entity.

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

22. Right of Set-off. Issuer is hereby authorized upon the occurrence of an Event of Default that is continuing, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, including, without limitation, any amount held by Issuer pursuant to this Agreement or otherwise) at any time held and other indebtedness at any time owing by Issuer to or for the credit or the account of Applicant against any and all of the Obligations (now or hereafter existing) that are due and payable hereunder or under any related document. The rights of Issuer under this Section 22 are in addition to other rights and remedies (including, without limitation, other rights of set-off) that Issuer may have.

23. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

25. Submission to Jurisdiction. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS (“PROCEEDING”) RELATING TO THIS AGREEMENT OR ANY LETTER OF CREDIT, EACH OF APPLICANT AND ISSUER IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY AND WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY. EACH PARTY HEREBY AGREES THAT PROCESS SHALL BE DEEMED SERVED IF SENT TO ITS ADDRESS GIVEN FOR NOTICES UNDER THIS AGREEMENT AND THAT NOTHING IN THIS AGREEMENT SHALL AFFECT ISSUER’S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. APPLICANT HEREBY AGREES THAT FINAL JUDGMENT AGAINST IT IN ANY ACTION OR PROCEEDING SHALL BE ENFORCEABLE IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT.

26. Waiver of Jury Trial. APPLICANT AND ISSUER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY

PROCEEDING RELATING TO THIS AGREEMENT OR ANY LETTER OF CREDIT OR ANY COUNTERCLAIM THEREIN.

27. Waiver of Special, Punitive or Exemplary Damages. Each party waives, to the maximum extent not prohibited by law, any right it may have to claim or recover any special, exemplary, punitive or consequential damages in any Proceeding relating to this Agreement or any Letter of Credit.

28. Patriot Act. Issuer hereby notifies Applicant that pursuant to the requirements of the Patriot Act, Issuer is required to obtain, verify and record information that identifies Applicant and any applicable Beneficiary, which information includes the name and address of Applicant and such Beneficiary and other information that will allow Issuer to identify Applicant and such Beneficiary in accordance with the Patriot Act. Applicant shall, and shall cause each of its subsidiaries to, provide to the extent commercially reasonable, such information and take such actions as are reasonably requested by Issuer in order to assist Issuer in maintaining compliance with the Patriot Act.

29. Time. All references in this Agreement to a time of day refer to the time in New York City.

30. Termination. Applicant may terminate this Agreement on ten (10) days' prior notice to Issuer if there are no L/C Outstandings, provided that in any event, Sections 8, 9, 10, 11, 13, 14, 15(c)-(f), 16, 17, 18, 19, 21, 24, 25, 26 and 27 shall survive the termination of this Agreement. Upon termination of this Agreement, an amount equal to the excess of (a) cash provided by Applicant on deposit in the Collateral Account (including all interest thereon) on the date of such termination, over (b) any outstanding Obligations of Applicant, including, without limitation, L/C Outstandings and outstanding fees and expenses, shall be promptly returned to Applicant.

31. Entire Agreement. This Agreement, together with the exhibits hereto and all documents delivered pursuant to Section 3, as the case may be, represents the agreement of the parties hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by Issuer or Applicant relative to subject matter hereof not expressly set forth or referred to herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed, all as of the day and year first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**  
as Issuer

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**RURAL/METRO CORPORATION,**  
as Applicant

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**FORM OF REQUEST FOR LETTER OF CREDIT**

Credit Suisse AG, Cayman Islands Branch  
One Madison Avenue, 2<sup>nd</sup> Floor  
New York, New York 10010  
Attention: Trade Finance/Services Department  
Facsimile No.: 212-325-8315

[INSERT DATE]

Ladies and Gentlemen:

Reference is hereby made to the Letter of Credit Reimbursement and Security Agreement (as amended or otherwise modified from time to time, the "Agreement"), dated as of [●], by and between Credit Suisse AG, Cayman Islands Branch ("Issuer"), and Rural/Metro Corporation, a Delaware corporation ("Applicant"). All capitalized terms used but not defined herein have the respective meaning assigned thereto in the Agreement.

Pursuant to Section 3 of the Agreement, the undersigned hereby requests that Issuer (or any of Issuer's affiliates or branches) issue for the account of Applicant [ ]<sup>1</sup> Letter(s) of Credit, in the aggregate principal amount of \$[ ] and in the form(s) attached hereto, for the benefit of the Beneficiary(ies) and in the amount set forth in such form(s).

Applicant hereby agrees and acknowledges that Issuer may elect to issue such Letter(s) of Credit in a form satisfactory in all respects to Issuer in its sole discretion, and that Issuer's obligation to effect such issuance shall be subject in all events to satisfaction of the conditions precedent set forth in Section 3 of the Agreement, including without limitation, satisfaction of Applicant's obligation set forth in Section 5(a) of the Agreement.

This notice shall be deemed part of the Agreement and shall be subject to all the terms and conditions set forth therein.

[signature page follows]

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<sup>1</sup> Insert number of Letters of Credit being requested.



**RURAL/METRO CORPORATION,**  
as Applicant

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**

**FORM OF REQUEST FOR AMENDMENT  
TO EXISTING LETTER OF CREDIT**

Credit Suisse AG, Cayman Islands Branch  
One Madison Avenue, 2<sup>nd</sup> Floor  
New York, New York 10010  
Attention: Trade Finance/Services Department  
Facsimile No.: 212-325-8315

[INSERT DATE]

Ladies and Gentlemen:

Reference is hereby made to:

(a) the Letter of Credit Reimbursement and Security Agreement (as amended or otherwise modified from time to time, the "Agreement"), dated as of [●], by and between Credit Suisse AG, Cayman Islands Branch ("Issuer"), and Rural/Metro Corporation, a Delaware corporation ("Applicant"); and

(b) Letter of Credit No. [\_\_\_\_], issued on [\_\_\_\_] in the aggregate principal amount of \$[\_\_\_\_] for the benefit of [ADD BENEFICIARY INFORMATION] [, as amended on [\_\_\_\_]]<sup>2</sup> (the "Letter of Credit").

Pursuant to Section 3 of the Agreement, the undersigned hereby requests that Issuer (or any of Issuer's affiliates or branches) amend the Letter of Credit as follows:

[INSERT REQUESTED AMENDMENTS]

Applicant hereby agrees and acknowledges that such amendment shall be in a form satisfactory in all respects to Issuer in its sole discretion, and that Issuer's obligation to effect such amendment shall be subject in all events to satisfaction of the conditions precedent set forth in Section 3 of the Agreement, including without limitation, satisfaction of Applicant's obligation set forth in Section 5(a) of the Agreement.

All capitalized terms used but not defined herein have the meaning assigned thereto in the Agreement.

This notice shall be deemed part of the Agreement and shall be subject to all the terms and conditions set forth therein.

[signature page follows]

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<sup>2</sup> Include this information if the referenced Letter of Credit has been previously amended.

**RURAL/METRO CORPORATION,**  
as Applicant

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

Name:

Title:

## EXHIBIT C

### FORM OF CERTIFICATE

Dated: [INSERT DATE]<sup>3</sup>

The undersigned hereby certifies that:

1. He is a duly authorized \_\_\_\_\_ of Rural/Metro Corporation, a Delaware corporation (“**Applicant**”).

2. This certificate (this “**Certificate**”) is being furnished pursuant to Section 3(b)(ii) of the Letter of Credit Agreement (as defined below) to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Issuer (in such capacity, “**Issuer**”) under the Letter of Credit Reimbursement and Security Agreement (as amended or otherwise modified from time to time, the “Agreement”), dated as of [●], between Applicant and Issuer (as amended or otherwise modified from time to time, the “**Letter of Credit Agreement**”).

3. [Since the Effective Date there have been no amendments made to the [INSERT NAME OF CONSTITUENT DOCUMENT] of Applicant, certified by the Secretary of State of \_\_\_\_\_ as of [INSERT DATE].] [Attached hereto as Annex A is a true, complete and correct copy of the [INSERT NAME OF CONSTITUENT DOCUMENT] of Applicant, certified by the Secretary of State of \_\_\_\_\_ as of [INSERT DATE] and in full force and effect as of and on the date hereof.]<sup>4</sup>

4. [INSERT NAME] is authorized to act on behalf of Applicant with respect to the Letter of Credit Agreement and any other document delivered by Applicant in connection with the Letter of Credit Agreement to be executed by Applicant, and the signature of such person appearing on the Letter of Credit Agreement and any other document delivered by Applicant in connection with the Letter of Credit Agreement to be executed by Applicant is his genuine signature.

6. Each of the representations and warranties of Applicant set forth in the Letter of Credit Agreement (both before and after giving effect to the issuance of or Amendment to the Letter of Credit or Letters of Credit proposed to be issued or amended in connection with the submission of this Certificate) is true and correct on and as of the date hereof.

7. Applicant has complied with all of its covenants and fulfilled all of its obligations in the Letter of Credit Agreement required to be complied with or fulfilled prior to the date hereof.

8. Both before and after giving effect to the issuance of or Amendment to the Letter of Credit or Letters of Credit proposed to be issued or amended in connection with the

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<sup>3</sup> Insert the date on which the Letter of Credit is to be issued.

<sup>4</sup> Use this option for the initial Request.

submission of this Certificate, no event has occurred and is continuing which constitutes an Event of Default.

9. [Other, as may be required by Issuer.]

10. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Letter of Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have signed this Certificate as of the date first above written.

**RURAL/METRO CORPORATION,**  
as Applicant

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

Name:

Title: