

**EXHIBIT J**

**Subscription Form**

## SUBSCRIPTION AGREEMENT

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

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

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

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

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

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

A. Agreement of the Subscriber.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Miscellaneous.

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

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

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

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

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

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

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

*[Signatures on the following page]*

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

**COMPANY:**

**WP Rocket Holdings Inc.**

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

Name:

Title:

**SUBSCRIBER:**

\_\_\_\_\_

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

Name:

Title:

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

**MASTER SUBSCRIPTION FORM**

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

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

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

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

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

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

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

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

To Nominees, Banks or Brokers:

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

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

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

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

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

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

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

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

**IMPORTANT**

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

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

**PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT [RMCRightsOffering@donlinrecano.com](mailto:RMCRightsOffering@donlinrecano.com) BY THE SUBSCRIPTION DEADLINE PROVIDED THAT THE ORIGINAL MASTER SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS SENT TO THE SUBSCRIPTION AGENT PROMPTLY THEREAFTER.**

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

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

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

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

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

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

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

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

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

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

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

**Notes CUSIP 781749AA4/U7501CAA7**

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

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

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

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

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

**Notes CUSIP 781748AG3/U74993AC7**

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

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

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

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

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

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

Name of Broker, Bank or other Nominee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTE REGARDING PAYMENT**

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

|                  |  |
|------------------|--|
| Account Name:    | Donlin, Recano & Company, Inc.         |
| Account No.:     | 7763056007                             |
| ABA/Routing No.: | 026013673                              |
| Bank Name:       | TD BANK                                |
| Bank Address:    | 317 Madison Avenue, New York, NY 10017 |
| Ref:             | Rural Metro Rights Offering            |

**INSTRUCTIONS FOR COMPLETING THE  
MASTER SUBSCRIPTION FORM**

**SUBSCRIPTION DEADLINE & SUBSCRIPTION AGENT:**

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

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

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

- a. Review and complete the certification in Item 1;
- b. In Item 2 of the accompanying Master Subscription Form, indicate the principal amount of Notes held by beneficial owners of the Notes held by you as a Nominee or in a fiduciary capacity and the number shares of

Rights Offering Stock to be purchased by such beneficial owners pursuant to the Rights Offering, as transmitted to you by such beneficial owners. Please include information on the customer's name, principal amount held, the number of shares of New Preferred Stock and New Common Stock for which the account is eligible to subscribe to and the number of shares of New Preferred Stock and New Common Stock the account elects to purchase;

- c. If additional space is required to respond to Item 2 on the Master Subscription Form, please provide the requested information on additional pages;
- d. Review the certification in Item 3 of the Master Subscription Form;
- e. In Item 3, sign and date the Master Subscription Form, and provide the information requested;
- f. Deliver the completed, executed Master Subscription Form, along with photocopies of all completed beneficial holder Beneficial Subscription Forms (with accompanying Tax Forms) and Subscription Agreements, so as to be *received* by the Subscription Agent before the Subscription Deadline; and
- g. Deliver the Subscription Payment Amount to be paid by each beneficial owner of the Notes, as indicated on Item 2 of the Master Subscription Form, so as to be *received* by the Subscription Agent on or before the Subscription Deadline. If, for any reason, the Subscription Agent does not receive both a copy of duly-completed Beneficial Subscription Form (with accompanying Tax Form) and Subscription Agreement and payment of the Subscription Payment Amount on or before the Subscription Deadline from a Nominee on behalf of an Eligible Subscriber, such Eligible Subscriber shall be deemed to have relinquished and waived its right to participate in the Rights Offering.

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

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

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

**PLEASE NOTE:**

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

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

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

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

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

**BENEFICIAL SUBSCRIPTION FORM**

**RURAL/METRO CORPORATION**

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

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

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

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

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

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

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

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

To Eligible Subscribers:

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

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

or prior to the Effective Date or the right to receive Rights Offering Stock prior to the distribution of such Rights Offering Stock to the applicable Rights Offering Purchaser.

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

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

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

### **SUBSCRIPTION INSTRUCTIONS:**

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

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

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

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

### **EXPIRATION DATE:**

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

**QUESTIONS:**

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

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

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

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

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

**Please consult the Plan [Docket No. 604], as amended, and accompanying Disclosure Statement [Docket No. 605], as amended, for additional information about the Rights Offering (available free of charge at <http://www.donlinrecano.com/rmc>).**

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

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

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

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

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

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

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

1.C. Total Noteholder Claim

|  |  |                                  |
|--|--|----------------------------------|
| <b>Amount of Noteholder Claim from</b><br>Item 1.A.: | <b>Amount of Noteholder Claim</b><br>from Item 1.B.: | <b>“Total Noteholder Claim”:</b> |
| _____  | +      _____      =                                  | _____                            |

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

|  |                                  |   |
|--|----------------------------------|---|
| <b>Total Noteholder Claim (from</b><br>Item 1.C.): |                                  | <b>“Pro Rata Share” of New Preferred Stock:</b> |
| _____  | X      0.43238964 <sup>3</sup> = | _____   |

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

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

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

|   |    |  |
|---|----|--|
| <input type="checkbox"/> Option A: Entire Pro Rata Share<br><br>(Complete Item 3.A below) | or | <input type="checkbox"/> Option B: Less than Pro Rata Share<br><br>(Complete Item 3.B below) |
|---|----|--|

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

<sup>3</sup> The pro rata percentage of note holdings is calculated as the individual’s Noteholder Claim times 1/312,218,394 (211,247,855 + 100,970,539 (Plan Section 5.4)), and that percentage is then multiplied by 135,000,000 (total New Preferred Stock amount).  
 135,000,000/312,218,394 = .43238964.

3.A. Option A: Entire Pro Rata Share

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

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

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

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

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

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

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

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

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

**Rounding:**

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

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

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

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

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

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

I represent and warrant that:

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

**BEFORE ELECTING TO PARTICIPATE IN THE RIGHTS OFFERING, YOU SHOULD REVIEW THE DISCLOSURE STATEMENT (AS AMENDED), THE PLAN (AS AMENDED) AND THE INSTRUCTIONS CONTAINED HEREIN. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE RIGHTS OFFERING.**

BENEFICIAL SUBSCRIPTION FORM

RURAL/METRO CORPORATION

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BENEFICIAL SUBSCRIPTION FORM

RURAL/METRO CORPORATION

**Optional Designation Form.**

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

| Designated affiliate or other Eligible Subscriber | Amount of New Preferred Stock | Amount of New Common Stock |
|---|-------------------------------|----------------------------|
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