

EXHIBIT E-2

Blackline of Cooperation Agreement

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“**Cooperation Agreement**” or “**Agreement**”) is made this [__] day of [December/January], [2013/4], by and among Reorganized RMC, on behalf of itself and the other Reorganized Debtors (the “**Reorganized Debtors**”), and the Litigation Trustee. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors* dated as of October 31, 2013, as the same may from time to time be amended or modified (the “**Plan**”).

RECITALS

WHEREAS, the Litigation Trustee is the Person identified in the Litigation Trust Agreement dated [December/January] [__], [2013/4] to administer the Litigation Trust;

WHEREAS, the Plan and Confirmation Order contemplate that a Cooperation Agreement will be executed between the Reorganized Debtors and the Litigation Trustee;

WHEREAS, Section [__] of the Litigation Trust Agreement provides that the Reorganized Debtors shall deliver certain documents to the Litigation Trustee in connection with the Litigation Trust Claims; and

WHEREAS, among other things, execution of this Cooperation Agreement is intended to satisfy the Reorganized Debtors’ obligations to deliver such documents.

NOW THEREFORE, in consideration of the above-stated premises, the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I. OBLIGATIONS AND RIGHTS

Section 1.1 Cooperation. On and after the Effective Date, the Reorganized Debtors agree to make commercially reasonable efforts to cooperate in connection with the Litigation Trust’s pursuit of the Litigation Trust Claims as follows:

(a) Providing the Litigation Trustee (or its professionals) upon written request (including electronic mail) of the Litigation Trustee (or its professionals) reasonable access to information and cooperation regarding the Litigation Trust Claims, including but not limited to delivery of documents in the possession of, or witnesses under the control of, the Reorganized Debtors, to the extent that the Litigation Trustee could obtain the same by subpoena, notice of deposition or other permissible discovery request (a “**Discovery Request**”), without the need for a Discovery Request.

(b) Using commercially reasonable efforts to cause witnesses under the Reorganized Debtors’ control to appear at any trial of the causes of action asserted in the Litigation Trust Claims, without the need for the Litigation Trustee to serve a trial subpoena upon such witness, so long as such appearances, individually or in the aggregate, do not unreasonably

or materially detract from or interfere with such individual's responsibilities to the Reorganized Debtors or the Reorganized Debtors' ability to conduct their business operations.

(c) At the reasonable request of the Litigation Trustee, take, or cause to be taken, all such further action as the Litigation Trustee may request in order to evidence or effectuate the transfer of the Litigation Trust Assets to the Litigation Trust, provided that the Litigation Trustee shall prepare at its own expense any documents it determines should be executed to evidence or effectuate the transfer of the Litigation Trust Assets to the Litigation Trust.

(d) Using commercially reasonable efforts to retain all books, records and other documents supporting the Litigation Trust Claims and not destroying any such records until after the termination of the Litigation Trust. In the event that (i) no litigation has been commenced with respect to the Litigation Trust Claims within one (1) year of the Effective Date or (ii) litigation with respect to the Litigation Trust Claims has been pending for more than three (3) years, the Reorganized Debtors may request the Litigation Trustee's consent to cease their retention of the books, records and other documents supporting the Litigation Trust Claims (which consent may be granted or withheld in the Litigation Trustee's sole discretion). To the extent a formal or informal document request, subpoena or other demand for production of documents related to a Litigation Trust Claim is served upon the Reorganized Debtors by a defendant in an action pursued by or on behalf of the Litigation Trust and the Litigation Trust is in possession, custody or control of all or part of the responsive documents, the Reorganized Debtors may demand that the Litigation Trust be responsible for producing such responsive documents in the Litigation Trust's possession, custody or control and the Litigation Trust shall undertake such production.

(e) Prior to the Effective Date, the Debtors shall provide the Litigation Trustee with a list of all Claims arising from wages or other remuneration in connection with the performance of services as an employee of a Debtor for any period prior to the Commencement Date (an "**Employment Claim**") (i) with respect to which a timely proof of claim was filed in the Reorganization Cases or (ii) which were listed on the Debtors' schedules of assets and liabilities filed in the Reorganization Cases. As set forth in the Plan, distributions by the Litigation Trust with respect to Employment Claims are subject to (i) the employer portion of taxes, and like obligations payable to a governmental authority (including, without limitation, social security, Medicare, unemployment, and disability ("**Employer Portion**")), which shall be the sole responsibility of the Reorganized Debtors, and (ii) withholding for federal, state and local income taxes and the employee portion of social security and Medicare (the "**Withholdings**"). The Reorganized Debtors hereby agree to act as disbursing agent on behalf of the Litigation Trust for all distributions in respect of Employment Claims (the "**Employment Claim Distributions**"), and in connection therewith, the Litigation Trust shall remit to the Reorganized Debtors the Employment Claim Distributions (from which the Withholdings shall be withheld and remitted to the applicable authorities). The Reorganized Debtors shall timely arrange (i) to withhold, report and remit the Withholdings to the applicable authorities in accordance with applicable laws and regulations, from the funds so remitted, using the Reorganized Debtors' payroll system and applicable employer identification numbers, and (ii) to distribute the balance of the Employment Claim Distributions to each of the applicable beneficiaries of the Litigation Trust. The Reorganized Debtors shall pay all Employer Portions

with respect to the Employment Claim Distributions and shall report to the applicable authorities in accordance with applicable laws and regulations from the Reorganized Debtors' own funds. The parties further agree to cooperate with all reasonable requests for assistance and information relating to the Employment Claim Distributions, and their respective obligations hereunder.

(f) All references in this Section 1.1 (and elsewhere in this Agreement) to cooperation and similar obligations running in favor of the Litigation Trustee, shall be deemed also to run in favor of the Litigation Trustee's agents and representatives retained by the Litigation Trustee to pursue the Litigation Trust Claims (including, for example, counsel, accountants and financial advisors), provided that the Litigation Trustee and its agents and representatives shall endeavor to use commercially reasonable efforts to coordinate between and among themselves with respect to requests made to the Reorganized Debtors in order to minimize burdens on the Reorganized Debtors.

Section 1.2 Access.

(a) Access with respect to individuals shall include, without limitation, reasonable access by telephone, periodic meetings, interviews, and appearance of such employees as witnesses (by affidavits, at depositions and at trials, as necessary) and availability for preparation as a witness during normal business hours, so long as the foregoing, individually or in the aggregate, do not unreasonably or materially detract from or interfere with such individual's responsibilities to the Reorganized Debtors or the Reorganized Debtors' ability to conduct their business operations.

(b) Access to documents shall include, without limitation, making reasonably available for inspection during normal business hours and, at the request of the Litigation Trustee, delivering all documents, instruments, books, and records (except for privileged documents as set forth below) held by the Reorganized Debtors or their professionals (including those maintained in electronic format and original documents) reasonably related to the Litigation Trust Claims, which documents shall include, without limitation, accounting and financial records, e-mail records, contracts, reports, documents and other instruments.

(c) For purposes of the transfer of documents, the Litigation Trust is an assignee and successor to the Debtors in respect of the Litigation Trust Claims and shall be treated as such in any review of confidentiality restrictions in requested documents.

(d) Access to documents shall also include the Reorganized Debtors' reasonable coordination with the Litigation Trustee to provide the Litigation Trust and its professionals with reasonable access to and copies of electronic databases of documents containing the documents provided to McKool Smith Hennigan in connection with its investigation of the Estate Accounting-Related Causes of Action.

(e) The parties agree to make commercially reasonable efforts to work together constructively to structure the access and delivery requirements so as not to unreasonably or materially detract from or interfere with, individually or in the aggregate, any individual's responsibilities to the Reorganized Debtors or the Reorganized Debtors' ability to conduct their business operations; provided, however, that it is understood and agreed that the

Reorganized Debtors shall at all times use commercially reasonable efforts to provide such assistance in a timely manner, so as to enable the Litigation Trustee to timely pursue the Litigation Trust Claims, it being understood that time may be of the essence in certain instances where the Litigation Trust is under deadlines in connection with certain statutes of limitation or court hearing or filing deadlines. The Litigation Trustee will provide the Reorganized Debtors as much notice as is reasonably practical in requesting cooperation under this Agreement.

Section 1.3 No Limitation on Access. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that nothing herein shall limit, modify or expand the Litigation Trustee's rights under applicable law to seek and obtain information, documents or to take depositions of any person by subpoena or otherwise pursuant to legal process, regardless of whether or not an obligation of cooperation is owed hereunder with respect to such information, documents or depositions or any demands made under this Agreement shall have been complied with in full or in part or any remedy with respect to any actual or purported breach or noncompliance with this Agreement has been sought; provided, however, that in connection with any exercise of rights by the Litigation Trustee to seek and obtain information, documents or to take depositions of any person by subpoena or otherwise pursuant to legal process, the Reorganized Debtors shall retain any objections or defenses to such exercise of rights that they may have under applicable law.

Section 1.4 Preservation of Privilege and Defenses. Any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Litigation Trust or provided to the Litigation Trustee on behalf of the Litigation Trust shall vest in the Litigation Trustee and its representatives, and the Reorganized Debtors and the Litigation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses; provided, however, that such transferred privileges and defenses may not be waived by the Litigation Trustee except with the consent of the Reorganized Debtors, such consent not to be unreasonably withheld; provided, further, however, that to the extent the Reorganized Debtors inadvertently transfer to the Litigation Trustee any document to which a privilege or immunity attaches which the Reorganized Debtors contend does not reasonably relate to the Litigation Trust Claims, (any such document, an "**Inadvertently Provided Document**"), the Reorganized Debtors may, in writing following actual discovery of such inadvertent production, request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the document inadvertently provided and the basis for withholding such document from production. If the Reorganized Debtors request the return, pursuant to this paragraph, of any such Inadvertently Provided Document then in the custody of the Litigation Trustee, the Litigation Trust shall within ten (10) business days (a) return to the Reorganized Debtors the Inadvertently Provided Document and all copies thereof; and (b) destroy all notes or other work product reflecting the content of such Inadvertently Provided Document. The Litigation Trust may then, in its sole discretion, move the Bankruptcy Court or other court of competent jurisdiction for an order compelling the provision of the material pursuant to the terms of this Agreement, but shall not contend, irrespective of the factors set forth in Federal Rule of Evidence 502(b), that the provision of the document constituted a waiver of any applicable privilege or immunity.

Section 1.5 Confidentiality. The Reorganized Debtors shall have the ability to reasonably designate certain business information that represents trade secrets, confidential research, development or commercial or strategic information that the Reorganized Debtors reasonably believe, if disclosed to competitors, suppliers or vendors, would put the Reorganized Debtors at a competitive disadvantage (the “**Highly Confidential Material**”). The term “**Highly Confidential Material**” shall not include information which (i) is or becomes generally available to, or known by, the public other than as a result of the unauthorized disclosure by the Litigation Trustee; or (ii) becomes available to the Litigation Trustee on a non-confidential basis from a source other than the Reorganized Debtors or any of their advisors, agents or affiliates, provided that the information from such source is not known by the Litigation Trustee to be subject to a confidentiality agreement with, or other obligation of secrecy to, the Reorganized Debtors or any other party, whether by a contractual, legal or fiduciary obligation, or subject to any other prohibition against disclosing such information. If the Reorganized Debtors designate information as highly confidential, the Litigation Trustee hereby agrees that it will use (directly or indirectly) the Highly Confidential Material obtained herein solely in connection with the Litigation Trust’s pursuit of the Litigation Trust Claims, and, except as set forth below, shall only provide such information to the Litigation Trustee and its retained professionals. The Highly Confidential Material will be kept confidential by the Litigation Trust; provided, however, that nothing herein shall be deemed to restrict the Litigation Trustee from disclosing the Highly Confidential Material to the Bankruptcy Court or other court of competent jurisdiction orally or in writing (under appropriate seal as provided herein) (x) with the Reorganized Debtors’ prior written consent, (y) if required by law, regulation, rules of any securities exchange, court order, rule, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process, securities or stock exchange, self-regulatory organization, governmental agency, or regulatory body, or (z) under seal or protective order to the extent reasonably necessary to prosecute the Litigation Trust Claims; provided, further, that, to the extent reasonably practical and so long as the information is otherwise discoverable, the Litigation Trustee shall provide five (5) business days’ notice (unless exigent circumstances do not afford time for such notice, in which case the Litigation Trustee shall endeavor to provide as much notice as possible) to the Reorganized Debtors before disclosing such material to such court to allow the Reorganized Debtors to obtain a protective order or agreement (if they choose to do so), and if the Reorganized Debtors do not obtain a protective order or agreement, the Litigation Trustee shall make any such disclosure under seal, unless such court orders otherwise. In the event that the Litigation Trustee is required or requested (i) by a court of competent jurisdiction, (ii) in connection with a foreign proceeding or litigation, or (iii) by a federal, state or local governmental or regulatory authority, in each case, to disclose any Highly Confidential Material supplied to the Litigation Trustee, the Litigation Trustee will provide the Reorganized Debtors with prompt written notice of such request or requirements so that the Reorganized Debtors and/or their affiliates may seek, at their sole cost and expense, an appropriate protective order or agreement and/or seek appropriate approvals from the Bankruptcy Court and/or any other court, tribunal or governmental or regulatory authority having jurisdiction over the relevant action, litigation, proceeding or hearing, as applicable; provided that in the absence of a protective order or agreement entered by the Bankruptcy Court and/or any other court, tribunal or governmental or regulatory authority having jurisdiction or the receipt of a waiver hereunder, the Litigation Trustee may only disclose that portion of the Highly Confidential Material that its counsel advises to be disclosed to such

court, tribunal or governmental or regulatory authority without liability hereunder. Notwithstanding anything to the contrary, to the extent that the Litigation Trustee is subject to examination by a regulatory authority or bank auditor, it shall not be in breach of its obligations hereunder if it permits such regulatory authority or bank auditor to review the Highly Confidential Material, without notice to any persons, in connection with a review of the Litigation Trustee's files.

Section 1.6 Responsibility for Expenses Incurred Under Cooperation Agreement. The Reorganized Debtors shall bear the sole cost of any expenses incurred by them in connection with the Litigation Trust's commercially reasonable requests hereunder, including, without limitation, any employee's out of pocket travel costs, any fees or expenses of the Reorganized Debtors' professionals, any costs associated with the production of documents (including copying and shipping costs and the time of any employees associated with responding to document requests), or for time spent by any employee of the Reorganized Debtors on matters related to this Agreement. For the avoidance of doubt, the Litigation Trustee shall bear the sole cost of any expenses incurred by it under this Agreement, which may be paid from the Creditor Representative Assets as set forth in the Plan.

Section 1.7 Relationship to, and Incorporation of, the Plan. The principal purpose of this Cooperation Agreement is to aid in the implementation of the Plan and the Confirmation Order, and therefore this Cooperation Agreement incorporates the provisions of the Plan and the Confirmation Order by this reference. If any provisions of this Cooperation Agreement are found to be inconsistent with the provisions of the Plan or the Confirmation Order, each such document shall have controlling effect in the following rank order: (i) the Confirmation Order; (ii) the Plan; and (iii) this Cooperation Agreement.

ARTICLE II.
TERM OF THIS AGREEMENT

Section 2.1 General. This Agreement shall terminate automatically upon the termination of the Litigation Trust in accordance with the Litigation Trust Agreement.

ARTICLE III.
MISCELLANEOUS

Section 3.1 Notices. All notices, requests or other communications required or permitted to be made in accordance with this Cooperation Agreement shall be in writing and shall be effective when either served by hand delivery, electronic mail, electronic facsimile or pdf format transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below, or to such other address or addresses as either party may later specify by written notice to the other:

(a) To the Litigation Trust: to the address designated in the Litigation Trust Agreement; or

(b) To the Reorganized Debtors: to the Cooperation Coordinator(s) or such persons as the Reorganized Debtors may designate from time to time.

Section 3.2 Effectiveness. This Cooperation Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto, and is subject to the occurrence of the Effective Date of the Plan.

Section 3.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 3.4 Specific Performance. It is understood and agreed by the parties to this Agreement that money damages would be an insufficient remedy for any breach of this Agreement by any party and each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any party to comply promptly with any of its obligations hereunder; provided, however, that in the event the Reorganized Debtors determine that compliance with a request for cooperation relating to a Litigation Trust Claim made by the Litigation Trustee under this Agreement would impose a financial burden on them that is reasonably likely to exceed the potential value of such Litigation Trust Claim, the Reorganized Debtors may refuse such request, and the Litigation Trustee shall only be entitled to specific performance under the terms of this Agreement to the extent that the Litigation Trustee petitions the Bankruptcy Court or other court of competent jurisdiction and such court determines that the Reorganized Debtors' refusal was not commercially reasonable considering the reasonably likely potential value of such Litigation Trust Claim as compared to the financial burden imposed on the Reorganized Debtors in complying with such request.

Section 3.5 Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. The parties agree that the Bankruptcy Court will have exclusive jurisdiction of all matters arising out of or in connection with this Agreement until the closing of the Reorganization Cases, and thereafter the parties agree that the United States District Court for the Southern District of New York shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement.

Section 3.6 Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement, and to such end, the provisions of this Agreement are agreed to be severable.

Section 3.7 Independent Contractor Status. The Reorganized Debtors and Litigation Trust shall each be deemed to be an independent contractor of the other and employees of any such party shall at all times be regarded only as employees of such party. Nothing contained in this Cooperation Agreement shall create or be deemed to create an employment, agency,

fiduciary, joint venture or partnership relationship between the Reorganized Debtors or Litigation Trust, on the one hand, or any of such other parties' employees, on the other hand.

Section 3.8 No Waiver. The Reorganized Debtors and the Litigation Trust agree that no failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder.

Section 3.9 Entire Agreement. This Cooperation Agreement and the Plan contain the entire agreement of the parties concerning the subject matter hereof, and no modification of this Cooperation Agreement or waiver of the terms and conditions hereof will be binding upon the parties unless approved in writing by the parties.

Section 3.10 Authorization. Each of the undersigned individuals represents and warrants that he/she has the power and authority to enter into this Cooperation Agreement and bind their respective companies or trust as its authorized representatives.

Section 3.11 Titles. The section titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Cooperation Agreement.

Section 3.12 Binding Effect. The parties agree that this Cooperation Agreement is for the benefit of and shall be binding upon the parties and their respective representatives, transferees, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Cooperation Agreement or caused this Cooperation Agreement to be duly executed by their respective representatives thereunto duly authorized as of the day and year first above written.

REORGANIZED RMC, on behalf of itself and the other Reorganized Debtors

By: _____
Name: _____
Title: _____

CRAIG R. JALBERT, Litigation Trustee of the Litigation Trust Established Under the Litigation Trust Agreement dated [December/January __], [2013/2014] pursuant to the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and its Affiliated Debtors

By: _____
Craig R. Jalbert,
as Litigation Trustee-SIGNATURE BLOCK}

[SIGNATURE PAGE TO COOPERATION AGREEMENT]

6154712261572591 v151

Summary Report:	
Litéra® Change-Pro ML WIX 6.5.0.459 Document Comparison done on 12/12/2013 3:58:12 PM	
Style Name: Standard	
Original Filename: R_M-CooperationAgreement_12-2-13.DOCX	
Original DMS:	
Modified Filename:	
Modified DMS: iw://WORKSITE/WorkSiteUS/61572591/1	
Changes:	
Add	8
Delete	5
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	13