B1 (Official Form 1) (04/13)

United States Bankruptcy Court District of Delaware	VOLUNTARY PETITION
Name of Debtor (if individual, enter Last, First, Middle): Rural/Metro of Northern California, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 32-0333227	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 9221 E. Via de Ventura Scottsdale, Arizona ZIP CODE 85258	Street Address of Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: Maricopa	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above): See Attachment A ZIP CODE	

Type of Debtor
(Form of Organization)
(Check **one** box.)

- ☐ Individual (includes Joint Debtors)
  See Exhibit D on page 2 of this form.
- ☒ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (if debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business
(Check **one** box.)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ☒ Other

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check **one** box.)

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Chapter 15 Debtors

Country of debtor's center of main interests:

Each country in which a foreign proceeding by, regarding, or against debtor is pending:

Tax-Exempt Entity
(Check Box, if applicable.)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Nature of Debts
(Check **one** box.)

- ☐ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ☒ Debts are primarily business debts.

Filing Fee (Check one box.)

- ☒ Full Filing Fee attached.
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ☒ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,490,925 (*amount subject to adjustment on 4/01/16 and every three years thereafter).*

- -

Check all applicable boxes:

- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited preparation from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ☒ Debtor estimates that funds will be available for distribution to unsecured creditors
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors*

☐	☐	☐	☐	☐	☐	☒	☐	☐	☐
1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001 50,000	50,001 100,000	Over 100,000

Estimated Assets*

☐	☐	☐	☐	☐	☐	☐	☐	☒	☐
$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	$100,000,001 to $500 million	$500,000,001 to $1 billion	More than $1 billion

Estimated Liabilities*

☐	☐	☐	☐	☐	☐	☐	☐	☒	☐
$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	$100,000,001 to $500 million	$500,000,001 to $1 billion	More than $1 billion

* Information provided on a consolidated basis, and based on unaudited financial statements as of May 31, 2013.

Voluntary Petition *(This page must be completed and filed in every case.)*	Name of Debtor(s): Rural/Metro of Northern California, Inc.	
All Prior Bankruptcy Cased Filed Within Last 8 Years (If more than two, attach additional sheet.)		
Location Where Filed:	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)		
Name of Debtor: See Attachment A	Case Number: Pending	Date Filed: Date Hereof
District: District of Delaware	Relationship: Affiliate	Judge: Pending

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X _____

Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D, also completed and signed by the joint debtor, is attached and made a party of this petition.

Information Regarding the Debtor – Venue

(Check any applicable box.)

☐ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☒ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes.)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

_____

(Name of landlord that obtained judgment)

_____

(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).

B1 (Official Form 1) (04/13)

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): Rural/Metro of Northern California, Inc.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (if not represented by attorney)

_____
Date

Signature of Attorney*

X _____
Signature of Attorney for Debtor(s)

Edmon L. Morton (No. 3856)
Maris J. Kandestin (No. 5294)
Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
(302) 571-6600

and

Matthew A. Feldman
Rachel C. Strickland
Daniel L. Forman
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019-6099
(212) 728-8000

August 4, 2013
Date

*In a case which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

Stephen Farber
Printed Name of Authorized Individual

Secretary
Title of Authorized Individual

August 4, 2013
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

X _____
(Printed Name of Foreign Representative)

_____
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

_____
Address

X _____
Signature

_____
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

ATTACHMENT A TO VOLUNTARY PETITION

1. Pending Bankruptcy Cases Filed by Affiliates of the Debtor

Concurrently herewith, the Debtor and each of the affiliates of the Debtor listed below (collectively, the "**Debtors**") filed a petition in this Court for relief under chapter 11 of title 11 of the United States Code.

Arizona EMS Holdings, Inc.
Beacon Transportation, Inc.
Bowers Companies, Inc.
ComTrans Ambulance Service, Inc.
Corning Ambulance Service, Inc.
Donlock, Ltd.
E.M.S. Ventures, Inc.
Eastern Ambulance Service, Inc.
Eastern Paramedics, Inc.
Emergency Medical Transport, Inc.
EMS Ventures of South Carolina, Inc.
Gold Cross Ambulance Services, Inc.
Gold Cross Ambulance Service of PA, Inc.
Lasalle Ambulance, Inc.
Medical Emergency Devices and Services (Meds), Inc.
Mercury Ambulance Service, Inc.
Metro Care Corp.
National Ambulance & Oxygen Service, Inc.
North Miss. Ambulance Service, Inc.
Pacific Ambulance, Inc.
Professional Medical Transport, Inc.
R/M Arizona Holdings, Inc.
R/M Management Co., Inc.
R/M of Tennessee G.P., Inc.
R/M of Tennessee L.P., Inc.
RMC Corporate Center, L.L.C.
Rural/Metro (Delaware) Inc.
Rural/Metro Corporation (AZ)
Rural/Metro Corporation
Rural/Metro Corporation of Florida
Rural/Metro Corporation of Tennessee
Rural/Metro Fire Dept., Inc.
Rural/Metro Mid-South, L.P.
Rural/Metro of Brewerton, Inc.
Rural/Metro of California, Inc.
Rural/Metro of Central Alabama, Inc.
Rural/Metro of Central Colorado, Inc.
Rural/Metro of Central Ohio, Inc.

Rural/Metro of Greater Seattle, Inc.
Rural/Metro of Indiana, L.P.
Rural/Metro of New York, Inc.
Rural/Metro of Northern California, Inc.
Rural/Metro of Northern Ohio, Inc.
Rural/Metro of Ohio, Inc.
Rural/Metro of Oregon, Inc.
Rural/Metro of Rochester, Inc.
Rural/Metro of San Diego, Inc.
Rural/Metro of Southern California, Inc.
Rural/Metro of Southern Ohio, Inc.
Rural/Metro of Tennessee L.P.
Rural/Metro Operating Company, LLC
San Diego Medical Services Enterprise, L.L.C.
Sioux Falls Ambulance, Inc.
Southwest Ambulance and Rescue of Arizona, Inc.
Southwest Ambulance of Casa Grande, Inc.
Southwest Ambulance of New Mexico, Inc.
Southwest Ambulance of Southeastern Arizona, Inc.
Southwest Ambulance of Tucson, Inc.
Southwest General Services, Inc.
SW General Inc.
The Aid Ambulance Company, Inc.
The Aid Company, Inc.
Towns Ambulance Service, Inc.
Valley Fire Service, Inc.
W & W Leasing Company, Inc.
WP Rocket Holdings, Inc.

Contemporaneously with the filing of their voluntary petitions, the Debtors filed a motion requesting that this Court jointly administer their chapter 11 cases for procedural purposes only.

2. Location of the Debtors' Principal Assets (on a Consolidated Basis)

Addresses	
5600 Shirley Park Dr. Bessemer, AL 35022	3307 Gilmore Industrial Blvd. Louisville, KY 40213
222 E. Main St. Mesa, AZ 85201	4401 Highway 108 Lake Charles, LA 70601
708 W. Baseline Rd. Mesa, AZ 85210	414 N. Fifth St. Poplar Bluff, MO 63901
215 W. Estate Ln. Payson, AZ 85541	2202 E. Chambers Dr. Booneville, MS 38829
5424 S. 40th St. Phoenix, AZ 85040	5912 Casino Strip Blvd. Tunica, MS 38664
9221 E. Via de Ventura Scottsdale, AZ 85258	5921 F. St. Omaha, NE 68117

Addresses	
1501 W. Fountainhead Parkway, #650 Tempe, AZ 85282	8 Airport Rd. Morristown, NJ 07960
3759 N. Commerce Dr. Tucson, AZ 85705	481 William L. Gaiter Parkway Buffalo, NY 14215
2029 S. Arizona Ave. Yuma, AZ 85364	25 E. Pulteney St. Corning, NY 14830
23942 McWhorter Way Lake Forest, CA 92630	811 West Ave. Rochester, NY 14611
1055 W. Columbia Way, Suite 108 Lancaster, CA 93534	488 W. Onondaga St. Syracuse, NY 13202
3355 E. Spring St., Suite 301 Long Beach, CA 90806	5171 Canal Rd. Cleveland, OH 44125
12638 S. Saticoy St. Los Angeles, CA 91605	4925 Sawyer Rd. Columbus, OH 43219
550 Sycamore Dr. Milpitas, CA 95035	1122 E. Midlothian Blvd. Youngstown, OH 44502
5550 Oberline Dr. San Diego, CA 92121	1265 S. Bertlesen Rd. Eugene, OR 97402
10405 San Diego Mission Rd., Suite 200 San Diego, CA 92108	807 NE 6th St. Grants Pass, OR 97526
1345 Vander Way San Jose, CA 95112	1790 Front St. NW Salem, OR 97301
6100 W. 54th Ave. Arvada, CO 80002	121 S. Williams Ave. Sioux Falls, SD 57104
3350 Peoria St., Suite 100 Aurora, CO 80010	100 Crescent Dr. Collierville, TN 38017
950 N. Main St. Bushnell, FL 33513	10140 Gallows Point Dr. Knoxville, TN 37931
4728 Old Winter Garden Rd. Orlando, FL 32811	3715 Vulcan Dr. Nashville, TN 387211
250 Hembree Park Dr., Suite 112 Roswell, GA 30076	401 Tiltrotor Dr. Amarillo, TX 79111
3450 Developers Rd. Indianapolis, IN 46227	5801 23rd Dr. W. Everett, WA 98203
109 Gasoline Alley Indianapolis, IN 46222	

SECRETARY'S CERTIFICATE

I, Stephen Farber, the undersigned Secretary of each entity listed on Schedule I hereto (each entity, a "Company" and together, the "Companies") hereby certifies that, on August 4, 2013, the following resolutions were duly adopted by the Board of Directors or equivalent body, as the case may be, of each Company (collectively, the "Board"), and recorded in the minute books of each Company, and that they have not been amended, modified or rescinded and, accordingly, are in full force and effect as of the date hereof.

WHEREAS, as a result of the financial condition of each Company, the Board has engaged counsel and financial advisors to provide advice to each Company regarding its obligations to its creditors, equity holders, employees and other interested parties;

WHEREAS, the Board has reviewed and considered a draft of that certain restructuring support agreement to be entered into by and among each Company, certain lenders under the Company's prepetition secured credit agreement, and certain holders of claims under the 10.125% Senior Notes due 2019 issued under the Indentures dated as of June 30, 2011 and February 3, 2012 (the "Restructuring Support Agreement"), and the Board has determined, in its judgment, it is advisable and in the interest of each Company to enter into the Restructuring Support Agreement and undertake the actions contemplated thereby;

WHEREAS, the Board has reviewed and considered, among other things, the advice of its counsel and financial advisors and has considered the options available to each Company, and has determined that, in its judgment, it is advisable and in the best interests of each Company, its creditors, equity holders, employees and other interested parties that each Company voluntarily file a petition (the "Petition") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code");

WHEREAS, the Board has reviewed and considered a draft of that certain Senior Secured Super Priority Debtor in Possession Credit Agreement (the "DIP Credit Agreement"), to be entered into by and among Rural Metro Corporation, a Delaware corporation (the "Borrower"), as borrower, WP Rocket Holdings, Inc., a Delaware corporation ("Holdings"), as a guarantor, the lenders from time to time party thereto (each, a "DIP Lender" and collectively, the "DIP Lenders"), and Credit Suisse AG, Cayman Islands Branch (in such capacity, the "Administrative Agent"), pursuant to which the DIP lenders will provide to the Borrower a senior secured, super-priority term loan facility of up to Seventy-Five Million Dollars ($75,000,000) in the aggregate to fund the working capital requirements, fees, costs and expenses of Holdings, the Borrower and its subsidiaries during the pendency of the chapter 11 cases commenced pursuant to the petition the "(Chapter 11 Cases"), and the Board has determined, in its judgment, it is advisable and in the interest of Borrower and Holdings to enter into the DIP Credit Agreement and undertake the actions contemplated thereby;

WHEREAS, the Board has reviewed and considered a draft of that certain Senior Secured Super Priority Debtor in Possession Letter of Credit Reimbursement and Security Agreement (the "LC Agreement"), to be entered into by and among the Borrower and Credit Suisse, Cayman Islands Branch (the "LC Issuer"), pursuant to which the LC Issuer will issue one or more stand-by letters of credit to the Borrower in an aggregate principal amount of up to

$15,000,000, or from and after the date of entry of the Final Order (as defined therein) in the Chapter 11 Cases, $30,000,000 (the "LC Facility"), and the Board has determined, in its judgment, it is advisable and in the interest of Borrower to enter into the LC Agreement and undertake the actions contemplated thereby;

WHEREAS, each Company other than the Borrower (collectively, the "Guarantors") proposes to guarantee (i) the loans and obligations of the Borrower and the other Guarantors under the DIP Credit Agreement and the related loan documents, (ii) the obligations of the Borrower under the LC Agreement, and (iii) certain cash management, treasury and hedging obligations of the Borrower and the other Guarantors, and the Board has determined that, in its judgment, it is advisable and in the interest of each Company to enter into a guarantee agreement (the "Guarantee Agreement") to provide such guarantee; and

WHEREAS, each Company proposes to enter into a collateral agreement (the "Collateral Agreement") to grant a security interest to the Administrative Agent for the benefit of the Secured Parties (as defined therein and including the LC Issuer) in substantially all of its assets and personal and real property, whether now owned or hereafter acquired (subject to the Interim Order and the Final Order to be entered by the Bankruptcy Court), which security interest shall secure (i) the Companies' obligations to the DIP Lenders pursuant to the DIP Credit Agreement, the related loan documents, (ii) the obligations of the Borrower pursuant to the LC Agreement, and (iii) certain cash management, treasury and hedging obligations of the Borrower and the other Companies, and the Board has determined that, in its judgment, it is advisable and in the interest of each Company to grant such security interest.

NOW THEREFORE, it is hereby:

RESOLVED, that each of the Authorized Officers be and they hereby are authorized, empowered and directed, in the name of each Company, to cause each Company to, as applicable, enter into, and to execute (prior to the filing of a Petition) and deliver and take all actions necessary, proper or desirable to consummate the transactions contemplated by the Restructuring Support Agreement; and it is further

RESOLVED, that the filing by each Company of the Petition, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), substantially in the form previously presented to the Board is hereby approved, confirmed and adopted in all respects; and it is further

RESOLVED, that the President and Secretary (each of the foregoing, individually, an "Authorized Officer" and, together, the "Authorized Officers") be and they hereby are authorized, empowered and directed to execute and file the Petition on behalf of each Company in order to seek relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court; and it is further

RESOLVED, that each of the Authorized Officers be and they hereby are authorized, empowered and directed, in the name and on behalf of each Company, to execute and file all petitions, schedules, motions, lists, applications, pleadings, declarations, affidavits and other papers as required to accompany the Petition or seek entry of first day orders, and, in

connection therewith, to employ and retain assistance of legal counsel, accountants, financial advisors and other professionals, and to take and perform any and all further acts and deeds that they deem necessary, proper or desirable in connection with, or in furtherance of, the Petition or each Company's chapter 11 case, with a view to the successful prosecution of such cases; and it is further

RESOLVED, that each Company is authorized to employ the law firms of Willkie Farr & Gallagher LLP, located at 787 Seventh Avenue, New York, New York 10019, and Young Conaway Stargatt & Taylor, LLP, located at 1000 North King Street, Wilmington, Delaware 19801 as bankruptcy co-counsel to render legal services to, and to represent, each Company in its chapter 11 case and in any and all related proceedings, subject to Bankruptcy Court approval; and it is further

RESOLVED, that each Company is authorized to employ Alvarez & Marsal Healthcare Industry Group, LLC, located at 100 Pine Street, San Francisco, California 94111 as financial advisor for each Company in its chapter 11 case, subject to Bankruptcy Court approval; and it is further

RESOLVED, that each Company is authorized to employ Lazard Frères & Co. L.L.C., located at 30 Rockefeller Plaza, New York, New York 10112 as investment banker for each Company in its chapter 11 case, subject to Bankruptcy Court approval; and it is further

RESOLVED, that each Company is authorized to employ FTI Consulting, Inc., located at 1201 West Peachtree Street, NW, Atlanta, Georgia 30309 as financial advisor for each Company in its chapter 11 case, subject to Bankruptcy Court approval; and it is further

RESOLVED, that each Company is authorized to employ Donlin, Recano & Company, Inc., located at 419 Park Avenue South, New York, New York 10016, as claims, notice and administrative agent for each Company in its chapter 11 case, subject to Bankruptcy Court approval; and it is further

RESOLVED, that each of the Authorized Officers be and they hereby are authorized, empowered and directed to retain on behalf of each Company such other professionals as they deem necessary, appropriate or desirable, upon such terms and conditions as they shall approve, to render services to each Company in connection with its chapter 11 case and with respect to other related matters in connection therewith, subject to Bankruptcy Court approval, if required; and it is further

RESOLVED, that the form, terms and provisions of the DIP Credit Agreement, the LC Agreement, the Guarantee Agreement, the Collateral Agreement and the other DIP Credit Agreement Documents (as defined below), including, without limitation, any exhibits, appendices and schedules thereto, all transactions contemplated thereby and all actions taken by the Authorized Officer in connection therewith be, and hereby are, authorized, approved and ratified in all respects with such modifications, changes, additions and deletions thereto as may be approved or deemed necessary, desirable or appropriate by an Authorized Officer executing the same, the execution thereof by such Authorized Officer to be conclusive evidence of such approval, necessity, desirability or appropriateness; and be it further

RESOLVED, that any of the Authorized Officers, acting together or alone, be, and hereby are, authorized, empowered and directed to execute, certify, attest to, deliver and perform the DIP Credit Agreement, the LC Agreement, the Guarantee Agreement and the Collateral Agreement and the obligations of the relevant Company set forth in any additional documents, instruments and agreements which they may deem necessary, desirable or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and the LC Agreement and to effectuate and carry out the purpose and the intent of these resolutions, including, without limitation, intercompany notes, certificates of officers, post-closing obligation letters, compliance certificates, budgets, variance reports, assignments, interest rate, foreign exchange or currency exchange agreements, waivers, consents (including consents relating to the actions of subsidiaries), joinder agreements, indemnity agreements, fee letters or arrangements, syndication letters, agency agreements, service of process agreements, solvency certificates, letters of credit and bank guarantee requests, reimbursement agreements, landlord access agreements, affidavits, notes, guarantee and collateral agreements, mortgages, deeds of trust, security agreements, pledge agreements, perfection certificates, applications for notation of liens on certificates of title, insurance certificates, copyright security agreements, patent security agreements, trademark security agreements, deposit account control agreements, security account control agreements, stock powers, bond powers, membership powers, powers of attorney, cash collateral agreements, flow of funds authorization letters, subordination agreements, side letters, notary letters, intercreditor agreements, Uniform Commercial Code financing statements and any exhibits, appendices or schedules to any of the foregoing, in each case, with such changes, additions, deletions, modifications, and terms as any Authorized Officer executing the same shall approve or deem necessary, desirable or appropriate in his or her sole discretion (together with the DIP Credit Agreement, the LC Agreement, the Guarantee Agreement and the Collateral Agreement, collectively, the "DIP Credit Agreement Documents"), the execution, delivery and performance thereof by such Authorized Officer to conclusively establish such approval, necessity, desirability or appropriateness thereof; and be it further

RESOLVED, that any of the Authorized Officers, acting together or alone, be, and hereby are, authorized, empowered and directed to perform, or cause to be performed, all such acts and deeds, make all such expenditures, incur all expenses and to execute and deliver or cause to be executed such other notices, requests, demands, supplements, amendments, further assurances or other communications of any kind in the name and on behalf of each relevant Company and take all such further actions, in each case, which they, he or she may deem necessary, desirable or appropriate to consummate the transactions contemplated by the DIP Credit Agreement Documents and to carry out the purpose of these resolutions, the performance of such acts and things by such Authorized Officer to conclusively establish the necessity, desirability or appropriateness thereof; and be it further

RESOLVED, that any of the Authorized Officer, acting together or alone, be, and hereby are, authorized and directed to, in the name of and on behalf of each relevant Company, sell, transfer, lease, assign, hypothecate, set over, grant security interests in, mortgage or pledge any or all of the assets and properties of such Company, real, personal or mixed, tangible or intangible, now owned or hereafter acquired as security or otherwise pursuant to the DIP Credit Agreement Documents; and be it further

RESOLVED, that any of the Authorized Officers, acting together or alone, be, and hereby are, authorized, empowered and directed to prepare, execute, deliver and perform the obligations of each relevant Company set forth in amendments (including, without limitation, amendments that extend maturity, increase fees and interest or increase the principal amount of loans under the DIP Credit Agreement or the LC Facility), waivers or consents under any of the DIP Credit Agreement Documents or any other agreements in connection thereto, including, without limitation, those referred to herein, as such Authorized Officer shall determine are necessary, desirable and appropriate, in the forms negotiated by such Authorized Officer, the execution, delivery and performance thereof by such Authorized Officer to conclusively establish the necessity, desirability or appropriateness thereof; and be it further

RESOLVED, that any action, transactions or agreements and all documentation taken, consummated, executed, delivered or performed, as the case may be, prior to the adoption of these resolutions by the Authorized Offices, by any other representative or agent of each Company or by any one of them acting alone, in connection with or otherwise in contemplation of or in furtherance of the transactions contemplated in the DIP Credit Agreement Documents and these resolutions, is hereby ratified, confirmed and adopted in all respects; and be it further

RESOLVED, that to the extent necessary, desirable or appropriate under applicable state laws or otherwise, each Company in its capacity as a stockholder, shareholder or equity holder of each of its subsidiaries, as the sole managing member or sole shareholder of any of its subsidiaries, or as a member or general or limited partner of any other entity hereby consents to each present and future subsidiary of such Company executing and delivering any DIP Credit Agreement Documents or performing any obligation under any DIP Credit Agreement Document to which such subsidiary or entity is a party and executing all other documents and taking all other actions otherwise authorized herein on behalf of such subsidiary or entity (including the granting of a lien on all or substantially all of its assets), the execution by any Authorized Officer of any document or any action taken in connection with the foregoing to be deemed conclusive evidence of such Authorized Officer's authority therefor from such Company and the approval and ratification by such Company of the documents so executed and the actions so taken; and be it further

RESOLVED, that each of the Authorized Officers is authorized to make, execute, file and deliver any and all consents, certificates, documents, instruments, amendments, papers or writings as may be required in connection with or in furtherance of the foregoing, and to do any and all other acts necessary or desirable to effectuate the foregoing resolutions, the execution and delivery thereof by such Authorized Officer(s) to be deemed conclusive evidence of the approval by each Company of the terms, provisions and conditions thereof; and it is further

RESOLVED, that each of the Authorized Officers be and they hereby are authorized, empowered and directed, in the name and on behalf of each Company, to cause each Company to enter into, execute, deliver, certify, file and/or record and perform such agreements, instruments, motions, affidavits, applications for approvals or ruling of governmental or regulatory authorities, certificates or other documents, and to take such other action, including, without limitation, the payment of fees, costs and expenses (subject to Bankruptcy Court approval where necessary or appropriate), as in the judgment of such Authorized Officer shall be

or become necessary, proper, and desirable to effectuate a successful reorganization of each Company's business; and it is further

RESOLVED, that any and all past actions heretofore lawfully taken by any officers, directors, members or any authorized persons acting under similar authority, as the case may be, of each Company in the name and on behalf of each Company in furtherance of any or all of the preceding resolutions are hereby ratified, confirmed, adopted and approved in all respects; and it is further

RESOLVED, that the Secretary of each Company is hereby authorized, empowered and directed to certify that the foregoing resolutions of the Board were duly consented to and adopted as of the date hereof, and that the Secretary of each Company is hereby authorized and directed to insert, or cause to be inserted, this Secretary's Certificate of Resolutions of the Board, or a copy thereof, in the minutes of proceedings of the Board.

[Signature appears on next page]

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate as of the 4th day of August, 2013.

By: _____
Name: Stephen Farber
Title: Secretary

Schedule 1

Arizona EMS Holdings, Inc.
Beacon Transportation, Inc.
Bowers Companies, Inc.
ComTrans Ambulance Service, Inc.
Corning Ambulance Service, Inc.
Donlock, Ltd.
E.M.S. Ventures, Inc.
Eastern Ambulance Service, Inc.
Eastern Paramedics, Inc.
Emergency Medical Transport, Inc.
EMS Ventures of South Carolina, Inc.
Gold Cross Ambulance Service of PA, Inc.
Gold Cross Ambulance Services, Inc.
Lasalle Ambulance, Inc.
Medical Emergency Devices and Services (Meds), Inc.
Mercury Ambulance Service, Inc.
Metro Care Corp.
National Ambulance & Oxygen Service, Inc.
North Miss. Ambulance Service, Inc.
Pacific Ambulance, Inc.
Professional Medical Transport, Inc.
R/M Arizona Holdings, Inc.
R/M Management Co, Inc.
R/M of Tennessee G.P., Inc.
R/M of Tennessee L.P., Inc.
Rural/Metro (Delaware) Inc.
Rural/Metro Corporation (AZ)
Rural/Metro Corporation (DE)
Rural/Metro Corporation of Florida
Rural/Metro Corporation of Tennessee
Rural/Metro Fire Dept, Inc.
Rural/Metro of Brewerton, Inc.
Rural/Metro of California, Inc.
Rural/Metro of Central Alabama, Inc.
Rural/Metro of Central Colorado, Inc.
Rural/Metro of Central Ohio, Inc.
Rural/Metro of Greater Seattle, Inc.
Rural/Metro of New York, Inc.
Rural/Metro of Northern California, Inc.
Rural/Metro of Northern Ohio, Inc.
Rural/Metro of Ohio, Inc.
Rural/Metro of Oregon, Inc.
Rural/Metro of Rochester, Inc.
Rural/Metro of San Diego, Inc.
Rural/Metro of Southern California, Inc.
Rural/Metro of Southern Ohio, Inc.
Sioux Falls Ambulance, Inc.
Southwest Ambulance and Rescue of Arizona, Inc.
Southwest Ambulance of Casa Grande, Inc.
Southwest Ambulance of New Mexico, Inc.
Southwest Ambulance of Southeastern Arizona, Inc.
Southwest Ambulance of Tucson, Inc.
Southwest General Services, Inc.
SW General Inc.
The Aid Ambulance Company, Inc.
The Aid Company, Inc.
Towns Ambulance Service, Inc.
Valley Fire Service, Inc.
W & W Leasing Company, Inc.
WP Rocket Holdings, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
	:	
Rural/Metro Corporation, et al.,[1]	:	Case No. 13-_____ ( )
	:	
Debtors.	:	(Joint Administration Pending)

LIST OF CREDITORS
HOLDING THE 50 LARGEST UNSECURED CLAIMS

Set forth below is the list of creditors that hold, based upon information presently available and belief, the fifty largest unsecured claims against Rural/Metro Corporation and its affiliates (collectively, the "**Debtors**").[2] This list has been prepared based upon the books and records of the Debtors. The Top 50 List was prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in the Debtors' chapter 11 cases. The Top 50 List does not include: (1) persons who come within the definition of an "insider" as set forth in 11 U.S.C. § 101(31); or (2) secured creditors, unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the fifty (50) largest unsecured claims. The information presented in the Top 50 List shall not constitute an admission by, nor is it binding on, the Debtors. The information presented herein, including, without limitation, the failure of the Debtors to list any claim, or the listing of any claim as unsecured, does not constitute an admission by the Debtors that the secured lenders listed hold any deficiency claims, nor does it constitute a waiver of the Debtors' rights to contest the validity, priority, nature, characterization, and/or amount of any claim.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are listed in Schedule 1. The Debtors' headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

[2] The information herein shall not constitute an admission of liability by, nor is it binding on, the Debtors.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and fax number of employees, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Amount of claim as of 8/1/2013[3]	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff
Wells Fargo Bank, N.A., indenture trustee for the 10.125% Senior Notes due 2019 issued under (i) that certain Indenture dated as of June 30, 2011 among WP Rocket Merger Sub Inc., Rural/Metro Corporation, the guarantors party thereto and Wells Fargo Bank, N.A., as Trustee, and (ii) that certain Indenture dated as of February 3, 2012 among Rural/Metro Corporation, the guarantors party thereto and Wells Fargo Bank, N.A., as Trustee 45 Broadway, 14th Floor New York, NY 10006	Attn: Corporate Trust Services – Administrator for Rural/Metro Corporation Fax: (212) 515-1589 -and- Curtis L. Tuggle Thompson Hine LLP 3900 Key Center 127 Public Square Cleveland, OH 44114 Tel: (216) 566-5904 Fax: (216) 566-5800 Email: Curtis.tuggle@thompsonhine.com	Notes	$308,000,000	
Henry Schein 135 Duryea Road Melville, NY 11747	Ryan Clark Tel: (800) 718-3002 Fax: (866) 260-5004 Email: ryan.clark@henryschein.com	Trade	$1,051,131.12	
PricewaterhouseCoopers LLP 1850 N. Central Avenue Suite 700 Phoenix, AZ 85004	Richard Kalenka Tel: (602) 364-8374 Fax: (602)365-8001 Email: Richard.f.kalenka@us.pwc.com	Trade	$513,620.48	
DLA Piper LLP 2415 E. Camelback Road Phoenix, AZ 85016	Greg Hall Tel: (480) 606-5128 Fax: (480) 606-5101 Email: greg.hall@dlapiper.com	Trade	$498,504.65	
Braun Industries Inc. 1170 Production Drive Van Wert, OH 45891	Chad Brown Tel: (419) 232-7054 Fax: (419) 232-7072 Email: chadb@braunambulances.com	Trade	$459,087.40	
Baker & Hostetler LLP 1900 E. 9th Street Suite 3200 Cleveland, OH 44114	Todd Dawson Tel: (216) 621-0200 Fax: (216) 696-0740 Email: tdawson@bakerlaw.com	Trade	$446,377.86	
Squire Sanders & Dempsey LLP 1 E. Washington Street Suite 2700 Phoenix, AZ 85004	Joe Crabb Tel: (602) 528-4000 Fax: (602) 253-8129 Email: jcrabb@ssd.com	Trade	$425,259.61	

[3] These claim amounts represent maximum potential liabilities. Actual amounts, if any, owed may be significantly lower. Furthermore, certain claims listed may ultimately be asserted to be all or partially secured, or related to future obligations under existing contracts.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and fax number of employees, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Amount of claim as of 8/1/2013[3]	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff
Business & Decision North America 8414 N. 90th Street Suite 101 Scottsdale, AZ 85258	Kevin Bulkovatz Tel: (602) 244-1200 Fax: (480) 452-1165 Email: Kevin.bolkovatz@businessdecision.com	Trade	$365,698.74	
Zoll Data Systems 11802 Ridge Parkway Suite 400 Broomfield, CO 80021	Kevin Tapply Tel: (970) 396-7782 Fax: (303) 225-6022 Email: ktapply@zoll.com	Trade	$337,367.26	
Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006	Meme Peponis Tel: (212) 225-2000 Fax: (212) 225-3999 Email: mpeponis@cgsh.com	Trade	$309,675.05	
Wheeled Coach Industries Inc. 2737 Forsyth Road Winter Park, FL 32792	Paul Holzapfel Tel: (800) 342-0720 Fax: (407) 679-1337 Email: paul.holzapfel@wheeledcoach.com	Trade	$284,786.76	
Adin Bradley [REDACTED]		Severance	$277, 499.82	
Snell & Wilmer LLP One Arizona Center 400 East Van Buren Street #1900 Phoenix, AZ 85004	Barb Dawson Tel: (602) 382-6000 Fax: (602) 382-6070 Email: bdawson@swlaw.com	Trade	$273,863.49	
CDW Direct LLC 200 N. Milwaukee Drive Vernon Hills, IL 60061	Andrew Quirke Tel: (866) 232-2189 Fax: (847) 465-6800 Email: andrqui@cdw.com	Trade	$248,604.03	
Collection Service Bureau 2901 N. 78th Street Scottsdale, AZ 85251	Chris Becraft Tel: (480) 467-2399 Fax: (480) 947-2170 Email: chris@csbcollections.com	Trade	$243,325.35	
Wist Office Products 107 W. Julie Drive Tempe, AZ 85283	Bill Strait Tel: (480) 921-2900 Fax: (480) 921-2121 Email: bstrait@wist.com	Trade	$240,172.04	
AON Risk Insurance Services West Inc. 199 Freemont Street Suite 1500 San Francisco, CA 94105	Andrew Lennox Tel: (415) 486-7437 Fax: (415) 486-7029 Email: Andrew.lennox@aon.com	Trade	$235,035.00	
Robert Zachrich [REDACTED]		Severance	$223,076.70	
First Watch 322 Encinitas Boulevard #100 Encinitas, CA 92024-3780	Marc Baker Tel: (760) 943-9123 Fax: (760) 942-8329 Email: mbaker@firstwatch.com	Trade	$214,000.82	

Name of creditor and complete mailing address, including zip code	Name, telephone number, and fax number of employees, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Amount of claim as of 8/1/2013[3]	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff
Jorge Perez [REDACTED]		Severance	$188,461.42	
Physio-Control f/k/a Medtronic Emergency 11811 Willows Road NE Redmond, WA 98052	Kevin Veenstra Tel: (800) 442-1142 Fax: (716) 887-8379 Email: Kevin.m.veenstra@physio-control.com	Trade	$185,683.83	
David Lindberg [REDACTED]		Severance	$167,335.38	
Merchants Credit Association 2245 152nd Avenue NE Redmond, WA 98052	John Painter Tel: (425) 343-2613 Fax: (425) 643-8546 Email: jpainter@merchantscredit.com	Trade	$146,525.89	
Standard Auto Parts Company 8710 Ashville Highway Knoxville, TN 37924	President Tel: (865) 933-4157	Trade	$132,447.82	
Randy Skomsvold [REDACTED]		Severance	$126,153.76	
Navigant Consulting Inc. 300 S. Grand Avenue, 29th Floor Los Angeles, CA 90071	David Benkert Tel: (213) 670-3200 Fax: (213) 670-3250 Email: dbenkert@navigant.com	Trade	$121,398.65	
Revenue Recovery Corp. Inc. 7005 Middlebrook Pike Knoxville, TN 37950	Gregg Swersky Tel: (800) 939-1994 Fax: (865) 971-1342 Email: gswe@rrcinc.com	Trade	$120,274.97	
Lewis & Roca LLP 40 N. Central Avenue Phoenix, AZ 85004-4429	Steve Hart Tel: (602) 262-5708 Fax: (602) 262-5747 Email: shart@lrlaw.com	Trade	$111,553.68	
Earnhardt Ford Sales Inc. 7300 W. Orchid Lane Chandler, AZ 85226	Karen Hecker Tel: (480) 926-4000 Fax: (480) 497-7230 Email: Karen.hecker@earnhardt.com	Trade	$96,377.72	
Diesel System Solutions Inc. 3116 W. Thomas Road Phoenix, AZ 85017	Bryan Whalen Tel: (623) 825-5474 Fax: (623) 825-6821	Trade	$92,697.00	
Protiviti 4127 E. Van Buren Street Suite 210 Phoenix, AZ 85008	President Tel: (602) 273-8021 Email: phoenix@protiviti.com	Trade	$91,320.28	
Gallagher Bassett Services Inc. 4110 N. Scottsdale Road Scottsdale, AZ 85251	Suzanne Spencer Tel: (800) 231-3759 Fax: (480) 443-8416 Email: Suzanne_spence@gbtpa.com	Trade	$90,688.00	
Napa Auto Parts 3080 S. Pacific Avenue Yuma, AZ 85365	Jim Hunter Tel: (303) 623-7373 Fax: (928) 627-4284 Email: james_hunter@genpt.com	Trade	$89,501.03	

Name of creditor and complete mailing address, including zip code	Name, telephone number, and fax number of employees, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Amount of claim as of 8/1/2013[3]	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff
ADP Inc. 5355 Orangethorpe Avenue La Palma, CA 90623	Theresa Stafford Tel: (866) 785-5448 Fax: (714) 676-9290 Email: Theresa.stafford@adp.com	Trade	$73,377.52	
Commercial Cleaning Systems 17602 N. Black Canyon Highway Suite 108 Phoenix, AZ 85053	Titus Gardner Tel: (602) 214-9558 Fax: (412) 967-3087 Email: info@commercialcleaningsystems.net	Trade	$68,933.59	
Berge Ford 460 E. Auto Center Drive Mesa, AZ 85204	Parts Department Tel: (480) 497-1111 Fax: (480) 497-7576	Trade	$64,636.25	
Moody's Investors Service 7 World Trade Center 250 Greenwich Street New York, NY 10007	Jonathan Lareau Tel: (212) 553-7879 Fax: (212) 553-0802 Email: jonatahn.lareau@moodyscom	Trade	$62,000.00	
Emergency Radio Service Inc. 9144 N. 900 West Ligonier, IN 46767	Tracy Carbaugh Tel: (219) 894-4145 Fax: (260) 894-7581 Email: tracy@ersire.com	Trade	$60,955.00	
Bradshaw Consulting Services 2170 Woodside Executive Court Aiken, SC 29803	Elizabeth Bradshaw Tel: (803) 641-0960 Fax: (803) 641-1919 Email: etb@bcs-gis.com	Trade	$57,900.00	
Cascade Fire Equipment Co. 640 Brian Way Medford, OR 97501	President Tel: (541) 779-0397 Fax: (541) 799-8847 Email: sales@cascadefire.com	Trade	$57,539.00	
Law Office of Robert E. Melton 8170 N. 86th Place Suite 200 Scottsdale, AZ 85258	Robert E. Melton Tel: (480) 596-4080 Fax: (480) 596-5262	Trade	$56,082.78	
Joe Basil Chevrolet Inc. 5111 Transit Road Depew, NY 14043	Craig Colby Tel: (417) 683-6800 Fax: (416) 683-4840 Email: craigc@joebasilchevrolet.com	Trade	$55,761.83	
Kearny Pearson Ford 7303 Clairemont Mesa Boulevard San Diego, CA 92111	Gary Frank Tel: (858) 715-3413 Fax: (858) 268-1614	Trade	$51,519.39	
Chapman Ford 7100 E. McDowell Road Scottsdale, AZ 85257	Rick Webb Tel: (480) 946-3900 Fax: (480) 945-0736 Email: richardwebb@chapmanchoice.com	Trade	$47,481.90	
O'Meara Ford 400 W. 104th Avenue Northglenn, CO 80234	President Tel: (800) 525-8758 Fax: (303) 254-5122	Trade	$46,806.23	

Name of creditor and complete mailing address, including zip code	**Name, telephone number, and fax number of employees, agent or department of creditor familiar with claim who may be contacted**	**Nature of claim (trade debt, bank loan, government contract, etc.)**	**Amount of claim as of 8/1/2013[3]**	**Indicate if claim is contingent, unliquidated, disputed, or subject to setoff**
Starwest Associates LLC 1501 W. Fountainhead Parkway Suite 650 Tempe, AZ 85282	Bob Ramsey Tel: (480) 736-9350 Fax: (480) 73w6-9355 Email: bramsey@starwest.us	Trade	$46,480.09	
Holmes Tuttle Ford Inc. 660 W. Auto Mall Drive Tucson, AZ 85705	President Tel: (520) 292-3600	Trade	$46,263.17	
Zoll Medical Corp. GPO 269 Mill Road Chelmsford, MA 01824	President Tel: (800) 348-9011 Fax: (978) 421-0015	Trade	$45,663.86	
Bound Tree Medical LLC 23537 Network Place Chicago, IL 60673	Harry Larson Tel: (401) 206-1568 Fax: (800) 257-5713 Email: hlarson@boundtree.com	Trade	$44,741.61	
Insight Direct USA 6820 South Harl Avenue Tempe, AZ 85283	President Tel: (800) 934-4477 Fax: (480) 333-3330	Trade	$43,784.90	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Rural/Metro Corporation, et al.,[1]	:	Case No. 13-_____ ( )
Debtors.	:	(Joint Administration Pending)

DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of the debtor in this case (the "**Debtor**"), declare under penalty of perjury that I have read the foregoing list of the fifty largest unsecured creditors of the Debtor and its affiliated debtors, on a consolidated basis, and that it is true and correct to the best of my information and belief.

Dated: August 4, 2013

Stephen Farber
Authorized Signatory

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are listed in Schedule 1. The Debtors' headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
	:	
Rural/Metro Corporation, et al.,[1]	:	Case No. 13-_____ ( )
	:	
Debtors.	:	(Joint Administration Pending)

CORPORATE OWNERSHIP STATEMENT AND EQUITY SECURITY HOLDERS LIST OF RURAL/METRO OF NORTHERN CALIFORNIA, INC., PURSUANT TO BANKRUPTCY RULES 1007(a)(3) AND 7007.1

Rural/Metro of Northern California, Inc. is a wholly-owned subsidiary of Rural/Metro of California, Inc., which is a wholly-owned subsidiary of Rural/Metro Corporation (AZ), which is a wholly-owned subsidiary of Rural/Metro Operating Company, LLC, which is a wholly-owned subsidiary of Rural/Metro Corporation, which is a wholly-owned subsidiary of WP Rocket Holdings, Inc. The following corporate entity owns 10% or more of WP Rocket Holdings, Inc.'s equity interests:

Shareholder	Percentage of Total Shares[2]
Warburg Pincus Private Equity X, LP 450 Lexington Avenue New York, NY 10017	96.9%

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are listed in Schedule 1. The Debtors' headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

[2] The information provided herein is as of July 17, 2013.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
	:	
Rural/Metro Corporation, et al.,[1]	:	Case No. 13-_____ ( )
	:	
Debtors.	:	(Joint Administration Pending)

DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of the debtor in this case (the "**Debtor**"), declare under penalty of perjury that I have read the foregoing list of equity security holders and corporate ownership statement of the Debtor and that it is true and correct to the best of my information and belief.

Dated: August 4, 2013

Stephen Farber
Authorized Signatory

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are listed in Schedule 1. The Debtors' headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

Schedule 1

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are:

Arizona EMS Holdings, Inc. (AZ) (7244)	Rural/Metro of Brewerton, Inc. (NY) (0912)
Beacon Transportation, Inc. (NY) (4028)	Rural/Metro of California, Inc. (DE) (8164)
Bowers Companies, Inc. (CA) (6465)	Rural/Metro of Central Alabama, Inc. (DE) (5348)
ComTrans Ambulance Service, Inc. (AZ) (6923)	Rural/Metro of Central Colorado, Inc. (DE) (6583)
Corning Ambulance Service, Inc. (NY) (5659)	Rural/Metro of Central Ohio, Inc. (DE) (2407)
Donlock, Ltd. (PA) (0659)	Rural/Metro of Greater Seattle, Inc. (WA) (6902)
E.M.S. Ventures, Inc. (GA) (3254)	Rural/Metro of Indiana, L.P. (DE) (9954)
Eastern Ambulance Service, Inc. (NE) (7359)	Rural/Metro of New York, Inc. (DE) (0083)
Eastern Paramedics, Inc. (DE) (1102)	Rural/Metro of Northern California, Inc. (DE) (3227)
Emergency Medical Transport, Inc. (AZ) (3878)	Rural/Metro of Northern Ohio, Inc. (DE) (8398)
EMS Ventures of South Carolina, Inc. (SC) (4174)	Rural/Metro of Ohio, Inc (DE) (0488)
Gold Cross Ambulance Service of PA, Inc. (OH) (9869)	Rural/Metro of Oregon, Inc. (DE) (3435)
Gold Cross Ambulance Services, Inc. (DE) (4792)	Rural/Metro of Rochester, Inc. (NY) (0148)
Lasalle Ambulance, Inc. (NY) (4422)	Rural/Metro of San Diego, Inc. (CA) (4132)
Medical Emergency Devices and Services (Meds), Inc. (AZ) (2218)	Rural/Metro of Southern California, Inc. (DE) (1679)
Mercury Ambulance Service, Inc. (KY) (8659)	Rural/Metro of Southern Ohio, Inc. (OH) (9303)
Metro Care Corp. (OH) (3994)	Rural/Metro of Tennessee, L.P. (DE) (3714)
National Ambulance & Oxygen Service, Inc. (NY) (9150)	Rural/Metro Operating Company, LLC (DE) (7563)
North Miss. Ambulance Service, Inc. (MS) (4696)	San Diego Medical Services Enterprise, L.L.C. (CA) (4136)
Pacific Ambulance, Inc. (CA) (7781)	Sioux Falls Ambulance, Inc. (SD) (4797)
Professional Medical Transport, Inc. (AZ) (6661)	Southwest Ambulance and Rescue of Arizona, Inc. (AZ) (9229)
R/M Arizona Holdings, Inc. (AZ) (6302)	Southwest Ambulance of Casa Grande, Inc. (AZ) (2807)
R/M Management Co., Inc. (AZ) (3444)	Southwest Ambulance of New Mexico, Inc. (NM) (5701)
R/M of Tennessee G.P., Inc. (DE) (0819)	Southwest Ambulance of Southeastern Arizona, Inc. (AZ) (8415)
R/M of Tennessee L.P., Inc. (DE) (0821)	Southwest Ambulance of Tucson, Inc. (AZ) (3618)
RMC Corporate Center, L.L.C. (AZ) (4546)	Southwest General Services, Inc. (AZ) (7537)
Rural/Metro (Delaware) Inc. (DE) (1572)	SW General Inc. (AZ) (4455)
Rural/Metro Corporation (AZ) (4388)	The Aid Ambulance Company, Inc. (DE) (4432)
Rural/Metro Corporation (DE) (6929)	The Aid Company, Inc. (IN) (8091)
Rural/Metro Corporation of Florida (FL) (4668)	Towns Ambulance Service, Inc. (NY) (8281)
Rural/Metro Corporation of Tennessee (TN) (9245)	Valley Fire Service, Inc. (DE) (6188)
Rural/Metro Fire Dept., Inc. (AZ) (3445)	W & W Leasing Company, Inc. (AZ) (1806)
Rural/Metro Mid-South, L.P. (DE) (4413)	WP Rocket Holdings, Inc. (DE) (9609)