

BANK OF AMERICA - CONFIDENTIAL

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DATE: NOVEMBER 16, 2015

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68121612

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

BENEFICIARY
COUNTY OF SANTA CLARA, SANTA CLARA
EMERGENCY MEDICAL SERVICES AGENCY
ATTN: EMS DIRECTOR, 976 LENZEN AVE
STE 1200, SAN JOSE, CA 95126

APPLICANT
RURAL/METRO OF CALIFORNIA, INC.
9221 E. VIA DE VENTURA
SCOTTSDALE, AZ 85258

AMOUNT
NOT EXCEEDING USD 5,000,000.00
NOT EXCEEDING FIVE MILLION AND 00/100'S US DOLLARS

EXPIRATION
NOVEMBER 16, 2016 AT OUR COUNTERS

THIS IS AN IRREVOCABLE LETTER OF CREDIT ISSUED BY BANK OF AMERICA, N.A. (THE "ISSUER") IN FAVOR OF THE COUNTY OF SANTA CLARA (THE "COUNTY") FOR THE ACCOUNT OF APPLICANT (THE "ACCOUNT PARTY").

THIS LETTER OF CREDIT IS IN AN AMOUNT OF USD\$5,000,000.00 (FIVE MILLION AND 00/100 UNITED STATES DOLLARS). UPON COUNTY'S PRESENTATION AT OUR COUNTERS BY FACSIMILE TO 800-755-8743 (FOLLOWED BY TELEPHONE CONFIRMATION TO 800-370-7519 OPT 1), OR OVERNIGHT COURIER SERVICE TO BANK OF AMERICA, N.A., 1 FLEET WAY, SCRANTON, PA 18507-1999, ATTN: GTO-STANDBY UNIT, OF A WRITTEN DATED AND SIGNED STATEMENT AND SIGHT DRAFT SIGNED BY THE COUNTY EXECUTIVE OF THE COUNTY OF SANTA CLARA STATE OF CALIFORNIA, STATING THAT THE ACCOUNT PARTY IS IN DEFAULT OF ITS OBLIGATION ("OBLIGATIONS") UNDER THAT CERTAIN EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN APPLICANT (THE "ACCOUNT PARTY") AND THE COUNTY OF SANTA CLARA (THE "COUNTY") DATED DECEMBER 14, 2010, (AS THE SAME MAY BE AMENDED FROM TIME TO TIME), ISSUER SHALL PAY TO THE COUNTY THE AMOUNT CLAIMED TO BE DUE NOT TO EXCEED USD\$5,000,000.00 (FIVE MILLION AND 00/100 UNITED STATES DOLLARS) (THE "STATED AMOUNT"). EXCEPT AS EXPRESSLY STATED HEREIN ISSUER'S OBLIGATIONS TO PAY IS NOT SUBJECT TO ANY AGREEMENT, REQUIREMENT, OR QUALIFICATION.

ALL DRAFTS DRAWN ON THIS LETTER OF CREDIT MUST BE MARKED, "DRAWN ON BANK OF AMERICA, N.A.'S LETTER OF CREDIT NUMBER 68121612."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST SIXTY

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68121612

(60) DAYS PRIOR TO ANY SUCH DATE, ISSUER NOTIFIES THE COUNTY IN WRITING BY CERTIFIED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE LISTED ADDRESS THAT ISSUER ELECTS NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY THE COUNTY OF SUCH NOTICE, THE COUNTY MAY DRAW HEREUNDER BY MEANS OF COUNTY'S DRAFT(S) ON ISSUER AT SIGHT, ACCOMPANIED BY COUNTY'S WRITTEN STATEMENT STATING THAT, "BY NOT EXTENDING THIS LETTER OF CREDIT OR PROVIDING A SUBSTITUTE THEREFOR PRIOR TO THE EXPIRATION OF THIS LETTER OF CREDIT, RURAL/METRO OF CALIFORNIA, INC. (THE "ACCOUNT PARTY") IS DEEMED IN DEFAULT OF ITS OBLIGATIONS AND THAT THE PROCEEDS OF THE COUNTY OF SANTA CLARA'S DRAFTS WILL BE RETAINED AND USED BY THE COUNTY TO MEET ACCOUNT PARTY'S OBLIGATIONS."

PARTIAL DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT, PROVIDED; HOWEVER, THAT PARTIAL DRAWINGS IN THE AGGREGATE SHALL NOT EXCEED THAT STATED AMOUNT.

IN EACH CASE WHERE ISSUER HAS RECEIVED A DRAFT DESCRIBED ABOVE PRIOR TO 5:00 P.M. EASTERN TIME ON A BUSINESS DAY, PAYMENT SHALL BE MADE BY 5:00 P.M. EASTERN TIME ON THE FOLLOWING BUSINESS DAY. AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY ON WHICH INTER-BANK PAYMENTS CAN BE EFFECTED THROUGH THE USE OF THE FEDWIRE SYSTEM OTHER THAN (I) A SATURDAY OR SUNDAY, OR (II) A LEGAL HOLIDAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF PENNSYLVANIA ARE CLOSED. ISSUER MAY EFFECT PAYMENT THROUGH THE USE OF THE FEDWIRE SYSTEM IF THE COUNTY PROVIDES WIRING INSTRUCTIONS TO ISSUER.

ISSUER COVENANTS THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED IF PRESENTED AT ISSUER'S OFFICE ON OR BEFORE THE INITIAL EXPIRATION DATE OF THIS LETTER OF CREDIT OR ANY AUTOMATICALLY EXTENDED DATE AS SET FORTH ABOVE.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP600"). AS TO MATTERS NOT GOVERNED BY THE UCP600, THIS LETTER OF CREDIT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS) AND VENUE SHALL BE IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, CALIFORNIA.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 OPT 1 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).