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INTRODUCTION

Rural/Metro Corporation and the other debtors and debtors-in-possession in the above-captioned cases listed on Exhibit A hereto, propose the following joint plan of reorganization for the resolution of the outstanding Claims¹ against and Interests in the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, properties and operations, projections for those operations, risk factors, a summary and analysis of this Plan, and certain related matters including, among other things, certain tax matters, and the securities and other consideration to be issued and/or distributed under this Plan. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019, the Restructuring Support Agreement, and this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

Persons entitled to vote on this Plan are encouraged to read the Plan and the Disclosure Statement and their respective exhibits and schedules in their entirety before voting to accept or reject the Plan. No materials other than the Disclosure Statement and the respective schedules and exhibits attached thereto and referenced therein, and approved by the Bankruptcy Court have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

ARTICLE I.

DEFINITIONS AND INTERPRETATION

A. *Definitions.*

The following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural):

1.1. *Administrative Agents* means the Secured Credit Agreement Administrative Agent and the DIP Agent.

1.2. *Administrative Expense Claim* means any right to payment constituting a cost or expense of administration of the Reorganization Cases of the kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) or 507(b) of the Bankruptcy Code (other than a Fee Claim) for the period from the Commencement Date to the Effective Date, including any actual and necessary costs and expenses of preserving the Estates, any actual and necessary costs and expenses of operating the Debtors' business, and any indebtedness or obligations incurred or assumed by the Debtors during the Reorganization Cases.

1.3. *Allowed Claim* means: (a) any Claim (or a portion thereof) as to which no action to dispute, deny, equitably subordinate or otherwise limit recovery with respect thereto, or alter priority thereof, has been sought within the applicable period of limitation fixed by applicable law; or (b) any Claim or portion thereof that is allowed (i) in any contract, instrument, indenture or other agreement entered into in connection with the Plan, (ii) pursuant to the terms of the Plan,

¹ All capitalized terms used but not defined herein shall have the meanings set forth in Article I herein.

(iii) by Final Order of the Bankruptcy Court, or (iv) with respect to an Administrative Expense Claim only (x) that was incurred by a Debtor in the ordinary course of business during the Reorganization Cases to the extent due and owing without defense, offset, recoupment or counterclaim of any kind, and (y) that is not otherwise disputed.

1.4. *Amended and Restated Secured Credit Agreement* means the amended and restated Secured Credit Agreement, which will be annexed hereto as Exhibit B and filed as part of the Plan Supplement.

1.5. *Amended By-laws* means the amended by-laws for Reorganized RMC, which will be annexed hereto as Exhibit C and filed as part of the Plan Supplement.

1.6. *Amended Certificate* means the amended and restated certificate of incorporation for Reorganized RMC, which will be annexed hereto as Exhibit D and filed as part of the Plan Supplement.

1.7. *Backstop Term Loan* means the “Backstop Term Loan” under the Amended and Restated Secured Credit Agreement to be used solely for the purpose of collateralizing the letters of credit issued under the Exit LC Facility and/or reimbursing draws made on any outstanding prepetition letters of credit made following the Commencement Date.

1.8. *Ballot* means the form distributed to holders of impaired Claims entitled to vote on the Plan on which is to be indicated the acceptance or rejection of the Plan.

1.9. *Bankruptcy Code* means title 11 of the United States Code, as amended from time to time, as applicable to the Reorganization Cases.

1.10. *Bankruptcy Court* means the United States Bankruptcy Court for the District of Delaware, or any other court exercising competent jurisdiction over the Reorganization Cases or any proceeding therein.

1.11. *Bankruptcy Rules* means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Reorganization Cases, and any Local Rules of the Bankruptcy Court.

1.12. *Bar Date* means any deadline for filing proofs of Claim, as established by an order of the Bankruptcy Court or the Plan.

1.13. *Business Day* means any day other than a Saturday, Sunday, or a “legal holiday,” as defined in Bankruptcy Rule 9006(a).

1.14. *Cash* means the legal currency of the United States and equivalents thereof.

1.15. *Causes of Action* means any claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, in contract or in tort, in law or in equity, or

pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

1.16. *Claim* means a claim against a Debtor, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code, including: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.17. *Claims Agent* means Donlin, Recano & Company, Inc., or any other entity approved by the Bankruptcy Court to act as the Debtors' claims and noticing agent pursuant to 28 U.S.C. §156(c).

1.18. *Class* means a category of Claims or Interests pursuant to section 1123(a)(1) of the Bankruptcy Code, and as set forth in Article IV of this Plan.

1.19. *Collateral* means any property or interest in property of the Debtors subject to a valid Lien to secure the payment or performance of a Claim.

1.20. *Commencement Date* means August 4, 2013.

1.21. *Confirmation Date* means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

1.22. *Confirmation Hearing* means a hearing to be held by the Bankruptcy Court regarding confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.23. *Confirmation Order* means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

1.24. *Consenting Lenders* means, as of the relevant time, those holders of Secured Lender Claims that are party to the Restructuring Support Agreement.

1.25. *Consenting Noteholders* means, as of the relevant time, those holders of Noteholder Claims that are party to the Restructuring Support Agreement.

1.26. *Converted Term Loan Obligations* means those certain obligations of the Reorganized Debtors with respect to the Converted Term Loans under the Amended and Restated Secured Credit Agreement.

1.27. *Converted Term Loans* means those certain “Converted Term Loans” as defined in the Amended and Restated Secured Credit Agreement.

1.28. *Creditors’ Committee* means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Reorganization Cases pursuant to section 1102 of the Bankruptcy Code on August 15, 2013, as the same may be reconstituted from time to time.

1.29. *Cure Amount* has the meaning set forth in Section 10.3 of this Plan.

1.30. *Cure Dispute* has the meaning set forth in Section 10.3 of this Plan.

1.31. *Cure Schedule* has the meaning set forth in Section 10.3 of this Plan.

1.32. *Debtors* means Rural/Metro Corporation and each of its affiliated debtors and debtors in possession in the Reorganization Cases listed on Exhibit A hereto.

1.33. *DIP Agent* means Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent under the DIP Credit Agreement.

1.34. *DIP Claim* means a Claim of a DIP Lender in respect of the obligations of the Debtors arising under the DIP Credit Agreement, including, without limitation, any unpaid principal, interest, fees, costs and expenses.

1.35. *DIP Credit Agreement* means the Senior Secured Super Priority Debtor in Possession Credit Agreement dated as of August 4, 2013, among Holdings, Rural/Metro Corporation, the lenders party thereto and the DIP Agent, as may be amended.

1.36. *DIP Lenders* means collectively and as of the relevant time, those lenders that are party to the DIP Credit Agreement and the DIP Agent.

1.37. *DIP Order* means that certain order or orders of the Bankruptcy Court authorizing and approving the DIP Credit Agreement, and approving the Debtors’ use of cash claimed as collateral.

1.38. *Disallowed* means a finding of the Bankruptcy Court in a Final Order, or provision in the Plan, providing that a Disputed Claim shall not be Allowed.

1.39. *Disbursing Agent* means any entity designated as such by the Plan, the Debtors (with the consent of the Required Consenting Noteholders, not to be unreasonably withheld, conditioned or delayed) or Reorganized Debtors.

1.40. *Disclosure Statement* means the disclosure statement that relates to this Plan, as such disclosure statement may be amended, modified, or supplemented (including all exhibits and schedules annexed thereto or referred to therein).

1.41. *Disclosure Statement Order* means that certain Order (A) Approving the Disclosure Statement, (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and

for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents, entered by the Bankruptcy Court on [_____] [___], 2013 [Docket No. ____], as the order may be amended from time to time.

1.42. *Disputed Claim* means any Claim that is not an Allowed Claim or Disallowed Claim as of the relevant date.

1.43. *Disputed Claim Reserve* has the meaning set forth in Section 9.2 of this Plan.

1.44. *Distribution Address* means the address set forth in the relevant proof of claim. If no proof of claim is filed in respect to a particular Claim, then the address set forth in the Debtors' books and records or register maintained for registered securities.

1.45. *Distribution Record Date* means such date as shall be established by the Bankruptcy Court in the Confirmation Order.

1.46. *Effective Date* means the first Business Day on which all conditions to the Effective Date set forth in Section 11.2 of this Plan have been satisfied or waived.

1.47. *ERISA* means the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1101-1461).

1.48. *Estate* means each estate created in the Reorganization Cases pursuant to section 541 of the Bankruptcy Code.

1.49. *Estimation Order* means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under section 502(c) of the Bankruptcy Code) the allowed amount of any Claim. The defined term Estimation Order includes the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

1.50. *Exculpated Parties* means each of, and solely in its capacity as such, (a) the Debtors and their current officers, Released Directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals, (b) the Creditors' Committee and its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent; and (i) with respect to each of the foregoing entities in clauses (b) through (h), such entity's current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

1.51. *Existing Common Stock* means the common stock of Holdings, including both outstanding and treasury common stock.

1.52. *Existing Common Stock Interest* means, either (a) a share of Existing Common Stock, or (b) an Other Existing Interest.

1.53. Existing Securities Law Claim means any Claim, whether or not the subject of an existing lawsuit, (a) arising from rescission of a purchase or sale of any securities of any Debtor or an affiliate of any Debtor, (b) for damages arising from the purchase or sale of any such equity security, (c) for violations of the securities laws, misrepresentations, or any similar Claims, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, any attorneys' fees, other charges, or costs incurred on account of the foregoing Claims, or (d) except as otherwise provided for in this Plan, including Section 12.4 of this Plan, for reimbursement, contribution, or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including (i) any prepetition indemnification, reimbursement or contribution obligations of the Debtors, pursuant to the Debtors' corporate charters, by-laws, agreements entered into any time prior to the Commencement Date, or otherwise, and relating to Claims otherwise included in the foregoing clauses (a) through (c), held by any officer or director of the Debtor not holding such position as of the Commencement Date, and (ii) Claims based upon allegations that the Debtors made false and misleading statements or engaged in other deceptive acts in connection with the sale of securities, or otherwise subject to section 510(b) of the Bankruptcy Code.

1.54. Existing Term Loan Obligations means those certain obligations of the Reorganized Debtors with respect to the Existing Term Loans under the Amended and Restated Secured Credit Agreement.

1.55. Existing Term Loans means those certain "Existing Term Loans" as defined in the Amended and Restated Secured Credit Agreement.

1.56. Exit Issuance Backstop Fee means 1% of the amount of the Rights Offering Amount paid in kind in additional shares of New Preferred Stock.

1.57. Exit Issuance Deposit means the \$10,000,000 deposited into an escrow account within five (5) Business Days after the Commencement Date by RM Funding Escrow LLC on behalf of certain of the Consenting Noteholders that are members of RM Funding Escrow LLC.

1.58. Exit Issuance Deposit Fee means 1% of the amount of the Exit Issuance Deposit paid in kind in additional shares of New Preferred Stock.

1.59. Exit LC Facility means the letter of credit facility among the Reorganized Debtors and the Secured Credit Agreement Administrative Agent, which will be annexed hereto as Exhibit E and filed as part of the Plan Supplement.

1.60. February 3 Indenture means that certain Indenture dated as of February 3, 2012 among Rural/Metro Corporation, the Guarantors named on the signature pages thereto and Wells Fargo Bank, National Association as Trustee (as may have been supplemented, amended and/or modified).

1.61. Fee Claim means a Claim by a Professional Person for compensation, indemnification or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 363, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Reorganization Cases; provided, however, for the avoidance of doubt, the Fee Claims shall not include the claims of the Consenting Lenders Professionals or the Consenting Noteholders Professionals (each as defined

in, and which shall be paid in accordance with, the Restructuring Support Agreement and the DIP Order, as applicable).

1.62. *Final Order* means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court (or such other court) on the docket in the Reorganization Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, however, that the possibility that a motion under Rule 50 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause an order not to be a Final Order.

1.63. *Holdings* means WP Rocket Holdings Inc.

1.64. *Indentures* means the June 30 Indenture and the February 3 Indenture.

1.65. *Intercompany Claim* means any Claim (including an Administrative Expense Claim), cause of action, or remedy asserted by a Debtor against another Debtor.

1.66. *Intercompany Interests* means any Interest held by a Debtor in another Debtor.

1.67. *Interest* means the interest of any holder of an equity security in any Debtor, whether or not represented by any issued and outstanding share of Existing Common Stock, or other instrument evidencing a present ownership interest in any Debtor, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including Existing Common Stock.

1.68. *June 30 Indenture* means that certain Indenture dated as of June 30, 2011 among WP Rocket Merger Sub Inc., Rural/Metro Corporation, the Guarantors named on the signature pages thereto and Wells Fargo Bank, National Association as Trustee (as may have been supplemented, amended and/or modified).

1.69. *Lien* has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.70. *Management Agreements* means, collectively, those agreements that will be entered into by [Reorganized RMC and certain of the Reorganized Debtors], on the one hand, and certain officers of the Reorganized Debtors, on the other hand, as more fully described in Article XI, Section 11.1(b) of the Disclosure Statement.

1.71. *Management Equity Plan* means the management incentive plan that will be established for certain members of management of the Reorganized Debtors, as more fully described in Article XI, Section 11.1(a) of the Disclosure Statement.

1.72. *New Common Stock* means, collectively, [_____] shares of common stock of Reorganized RMC, par value \$0.01, to be issued by Reorganized RMC in connection with the implementation of, and as authorized by, this Plan.

1.73. *New Preferred Stock* means, collectively, 500,000,000 authorized, and 136,450,000 initially issued, shares of 15% redeemable preferred stock of Reorganized RMC, with a liquidation preference of \$1.00 per share, to be issued by Reorganized RMC in connection with the implementation of, and as authorized by, this Plan, as more fully described in the Certificate of Designations which will be annexed hereto as Exhibit F.

1.74. *Notes* means the 10.125% Senior Notes due 2019 issued under the Indentures.

1.75. *Notes Trustee* means Wilmington Trust, National Association, or any successor trustee appointed in accordance with the terms of the Indentures.

1.76. *Noteholders* means, collectively and as of the relevant time, holders of Notes solely in their capacity as such.

1.77. *Noteholder Claim* means Claims arising under the Notes issued under the Indentures.

1.78. *Other Existing Interest* means any Interest in Holdings other than Existing Common Stock, including, but not limited to, any warrants, options, or rights to receive or purchase shares of Existing Common Stock and any preferred shares authorized to be issued by Holdings.

1.79. *Other Secured Claim* means any Secured Claim against a Debtor other than a Secured Lender Claim.

1.80. *Other Unsecured Cash* means Cash in an aggregate amount equal to [___]% of the Allowed Claims held by holders of Other Unsecured Claims that do not elect to receive New Common Stock pursuant to section 5.5(a)(i) of this Plan, but in no event greater than \$[_____].

1.81. *Other Unsecured Claim* means any Unsecured Claim against a Debtor other than a Noteholder Claim.

1.82. *Person* means any individual, corporation, partnership, association, multiemployer pension plan, plan trustee, plan administrator, indenture trustee, limited liability company, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, Interest holder, or any other entity or organization.

1.83. *Plan* means this chapter 11 plan of reorganization proposed by the Debtors, including the exhibits and schedules hereto, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

1.84. *Plan Consideration* means, with respect to any Class of Claims entitled to distribution under this Plan, one or more of Cash, shares of New Common Stock, Subscription Rights, or the Reorganized Debtors' incurrence of the Existing Term Loan Obligations and the Converted Term Loan Obligations.

1.85. *Plan Distribution* means the payment or distribution under the Plan of the Plan Consideration.

1.86. *Plan Documents* means the (i) Amended and Restated Secured Credit Agreement, (ii) the Backstop Term Loan, (iii) the Exit LC Facility, (iv) the Stockholders Agreement (if applicable), (v) the Registration Rights Agreement (if applicable), (vi) the Rights Offering Backstop Commitment Agreement, (vii) the Certificate of Designations for the New Preferred Stock, (viii) the Amended Certificate, (ix) Amended By-laws, and (x) the Subscription Form, each in form and substance reasonably satisfactory to (a) the Required Consenting Lenders (except for the documents set forth in (iv), (v), (vii) and (xii)) and (b) Required Consenting Noteholders, to be executed, delivered, assumed, and/or performed in conjunction with the consummation of this Plan on the Effective Date.

1.87. *Plan Supplement* means the supplemental appendix to this Plan, to be filed as soon after the filing of the Plan as reasonably practicable but in no event later than five (5) Business Days prior to the deadline to vote to accept or reject the Plan, which will contain, among other things, substantially final draft forms or signed copies, as the case may be, of the Plan Documents.

1.88. *Potential Action Notice* means written notice of a claim or claims delivered to counsel to the Debtors by counsel to the Creditors' Committee, the Secured Lenders, and/or the Consenting Noteholders. For the avoidance of doubt, none of the Consenting Noteholders, the Secured Lenders, the DIP Lenders or the Exit Preferred Holders will be required to give a release to a current or former director if such Person (i) determines that the release will limit or affect any claims that may exist against other third parties or the right to access insurance proceeds if available, (ii) such Person has provided the applicable current or former director and counsel to the Debtors written notice of such determination (as described in the prior sentence) on or prior to the entry of the Confirmation Order, and (iii) has not withdrawn such notice on or prior to the Confirmation Date.

1.89. *Prepayment* means the payment, on the Effective Date, of \$50,000,000 by the Reorganized Debtors from the proceeds of the Rights Offering to the Secured Credit Agreement Administrative Agent to prepay, on a pro rata basis, the Funded Obligations (as defined in the Restructuring Support Agreement) owed to the Secured Lenders under the Secured Credit Agreement (other than Funded Obligations resulting from draws made on any outstanding prepetition letters of credit made following the Commencement Date, which shall be reimbursed with proceeds of the Backstop Term Loan).

1.90. *Priority Non-Tax Claim* means any Claim, other than an Administrative Expense Claim, a Fee Claim and a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

1.91. *Priority Tax Claim* means any Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) of the kind entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

1.92. *Professional Person(s)* means all Persons retained by order of the Bankruptcy Court to represent the Debtors or the Creditors' Committee in connection with the Reorganization Case, pursuant to sections 327, 328, 330 or 1103 of the Bankruptcy Code, excluding any ordinary course professionals retained pursuant to order of the Bankruptcy Court.

1.93. *Pro Rata Share* means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class, unless otherwise set forth herein, provided that as used in Section 5.2(b)(iv) Pro Rata Share means the ratio (expressed as a percentage) that the amount of such Secured Lender's Allowed Claims in respect of Revolving Loans or Term Loans (each as defined in the Secured Credit Agreement), as the case may be, bears to the aggregate amount of all Allowed Claims that are Revolving Loans or Term Loans, respectively.

1.94. *Quarterly Distribution Date* means the last Business Day of the month following the end of each calendar quarter after the Effective Date; provided, however, that: (a) if the Effective Date is within thirty (30) days of the end of a calendar quarter, then the first Quarterly Distribution Date will be the last Business Day of the month following the end of the first calendar quarter after the calendar quarter in which the Effective Date falls; or (b) if the Disbursing Agent determines, in his sole discretion, that there are not sufficient Plan Distributions to be made on such date, then the Quarterly Distribution Date will be on the last Business Day of the month following the end of the next calendar quarter.

1.95. *Registration Rights Agreement* means, in the event the Debtors and the Required Consenting Noteholders determine that a Registration Rights Agreement will be executed and delivered in connection with the Plan, that certain Registration Rights Agreement by and among Reorganized RMC and the holders of New Common Stock, dated as of the Effective Date (as it may be amended or supplemented), a substantially final form of which will be annexed hereto as Exhibit G and filed as part of the Plan Supplement.

1.96. *Rejection Damages Claims* means Claims arising from the rejection of executory contracts or unexpired leases.

1.97. *Released Debtor Parties* means any officers, Released Directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals of the Debtors with respect to which counsel for the Debtors (i) did not receive a timely Potential Action Notice, or (ii) received a timely Potential Action Notice that was subsequently withdrawn prior to the Confirmation Date.

1.98. Released Directors means, collectively, the Debtors' current and former directors who served as directors at any time from and after June 30, 2011, but not including Michael P. DiMino.

1.99. Released Parties means, each of, and solely in its capacity as such, (a) the Debtors and the Released Debtor Parties, (b) the Creditors' Committee and its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent; and (i) with respect to each of the foregoing entities in clauses (b) through (h), such entity's current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

1.100. Releasing Party means each of each of, and solely in its capacity as such, (a) the Creditors' Committee and its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), (b) the Administrative Agents, (c) the DIP Lenders, (d) the Secured Lenders, (e) the Consenting Noteholders, (f) the Exit Preferred Holders, (g) Noteholders (other than the Consenting Noteholders) that abstain from voting or voted to reject the Plan and have not also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (h) the holders of impaired Claims (other than the Secured Lenders) or Interests other than those who (i) have been deemed to reject the Plan, or (ii) abstain from voting or voted to reject the Plan and have also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (i) the holders of unimpaired Claims, and (j), with respect to the foregoing entities in clauses (a) through (i), such entities' current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

1.101. Remaining Rights Offering Stock means the Rights Offering Stock that is not subscribed for pursuant to the Rights Offering prior to the expiration of the Subscription Deadline.

1.102. Reorganization Cases means the jointly-administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the Commencement Date in the Bankruptcy Court and styled *In re Rural/Metro Corporation, et al.*, No. 13-11952 (KJC) (Jointly Administered).

1.103. Reorganized Debtor means each Debtor on and after the Effective Date.

1.104. Reorganized RMC means Holdings on and after the Effective Date.

1.105. Required Backstop Parties means Rights Offering Backstop Investors that have committed to purchasing a majority of the Rights Offering Stock pursuant to the Rights Offering Backstop Commitment Agreement.

1.106. Required Consenting Lenders has the meaning given to such term in the Restructuring Support Agreement.

1.107. *Required Consenting Noteholders* has the meaning given to such term in the Restructuring Support Agreement.

1.108. *Restructuring Support Agreement* means the Restructuring Support Agreement entered into by the Debtors, the Consenting Lenders and the Consenting Noteholders on or about August 4, 2013, including the term sheet annexed thereto.

1.109. *Rights Offering* means the \$135,000,000 rights offering of Rights Offering Stock to be offered to the holders of Noteholder Claims as of the Rights Offering Record Date, the terms of which are set forth in Section 7.2 of this Plan.

1.110. *Rights Offering Amount* means \$135,000,000.

1.111. *Rights Offering Backstop Commitment Agreement* means the Commitment Agreement dated as of September [___], 2013, which will be annexed hereto as Exhibit H and filed as part of the Plan Supplement.

1.112. *Rights Offering Backstop Investors* means the Consenting Noteholders who have agreed to purchase the Remaining Rights Offering Stock pursuant to the Rights Offering Backstop Commitment Agreement.

1.113. *Rights Offering Purchaser* means a holder of a Noteholder Claim as of the Rights Offering Record Date who timely and properly executes and delivers the Subscription Form to the Debtors or other Entity specified in the Subscription Form prior to the expiration of the Subscription Deadline.

1.114. *Rights Offering Record Date* means the Voting Record Date, or such other date as designated in an order of the Bankruptcy Court.

1.115. *Rights Offering Stock* means the New Common Stock (which shall comprise 70% of the fully diluted New Common Stock) and New Preferred Stock to be issued and sold through the Rights Offering (including the Remaining Rights Offering Stock to be issued pursuant to the Rights Offering Backstop Commitment Agreement).

1.116. *Schedule of Rejected Contracts and Leases* means a schedule of the contracts and leases to be rejected pursuant to section 365 of the Bankruptcy Code and Section 10.1 of this Plan, which shall be filed by the Debtors at least ten (10) Business Days prior to the start of the Confirmation Hearing, as such schedule may be amended from time to time on or before the Confirmation Date.

1.117. *Secured Claim* means a Claim (a) that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or (b) to the extent that the holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code, and limited to the value thereof.

1.118. *Secured Credit Agreement* means that certain the Credit Agreement dated as of June 30, 2011, among WP Rocket Merger Sub Inc., Rural/Metro Corporation, the lenders party thereto, Credit Suisse AG, as Administrative Agent, Credit Suisse Securities (USA) LLC, as

joint lead arranger and joint bookrunner, Citigroup Global Markets Inc., as joint lead arranger, joint bookrunner and syndication agent, and Jefferies Finance LLC, as joint bookrunner and documentation agent, as the same may have been amended, modified, and/or supplemented.

1.119. Secured Credit Agreement Administrative Agent means Credit Suisse AG.

1.120. Secured Credit Agreement Documents means, collectively, (a) the Secured Credit Agreement, and (b) all documents and instruments executed in connection therewith.

1.121. Secured Lenders means, collectively and as of relevant time, those lenders that are party to the Secured Credit Agreement and the Secured Credit Agreement Administrative Agent.

1.122. Secured Lender Claim means any Secured Claim arising out of or in connection with the Secured Credit Agreement Documents, including any Secured Lender Fee Claim.

1.123. Secured Lender Fee Claim means any Claim for fees, expenses, costs and other charges of the Secured Credit Agreement Administrative Agent and the Secured Lenders, including those of their respective counsel and advisors, that are provided for in the Secured Credit Agreement Documents.

1.124. Stockholders Agreement means, in the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement will be executed and delivered in connection with the Plan, the stockholders agreement, to be dated as of the Effective Date, among Reorganized RMC and each of the Persons receiving New Common Stock under the Plan, which will be annexed hereto as Exhibit I and filed as part of the Plan Supplement.

1.125. Subscription Commencement Date means the date on which the Subscription Period commences, which shall be the earliest date reasonably practicable occurring after the Rights Offering Record Date.

1.126. Subscription Deadline means the date on which the Rights Offering shall expire as set forth in the Subscription Form, which date shall be the Voting Deadline.

1.127. Subscription Form means, collectively, the subscription form and subscription agreement to be distributed to holders of Noteholder Claims pursuant to which the holders of Noteholder Claims may exercise their Subscription Rights, which will be annexed hereto as Exhibit J.

1.128. Subscription Notification Date means a date that is not later than five (5) Business Days following the Subscription Deadline.

1.129. Subscription Payment Amount means, with respect to a particular Rights Offering Purchaser, an amount of Cash equal to the Rights Offering Amount multiplied by such Rights Offering Purchaser's subscribed for portion of its Pro Rata Share of the Rights Offering Stock.

1.130. *Subscription Payment Date* means a date that is not later than five (5) Business Days following the applicable Subscription Notification Date (or such later date as approved in writing by the Debtors or Reorganized Debtors); provided, however, that such date must be on or prior to the Effective Date.

1.131. *Subscription Period* means the time period during which the holders of Noteholder Claims may subscribe to purchase the Rights Offering Stock, which period shall commence on the Subscription Commencement Date and expire on the Subscription Deadline.

1.132. *Subscription Right* means the right to participate in the Rights Offering, which right shall be non-transferable and non-certificated, except for, prior to the Subscription Deadline, (a) transfers by a holder of Noteholder Claims to one or more of its affiliates or another holder of Noteholder Claims, or (b) with the consent of the Required Backstop Parties, to a third party.

1.133. *Unclaimed Property* means any Cash or other property unclaimed on or after the Effective Date or date on which a Plan Distribution would have been made in respect of the relevant Allowed Claim. Unclaimed Property shall include: (a) checks (and the funds represented thereby), New Common Stock and other property mailed to a Distribution Address and returned as undeliverable without a proper forwarding address; (b) funds for uncashed checks; and (c) checks (and the funds represented thereby) and New Common Stock not mailed or delivered because no Distribution Address to mail or deliver such property was available.

1.134. *Unsecured Claim* means any Claim other than: (a) an Existing Securities Law Claim; (b) a Secured Claim; (c) an Administrative Expense Claim; (d) a Fee Claim; (e) a Priority Tax Claim; (f) a Priority Non-Tax Claim; and (g) a Claim on account of any guaranty or similar obligation of any Debtor relating to the foregoing types of Claims.

1.135. *U.S. Trustee Fees* means fees arising under 28 U.S.C. § 1930(a)(6) or accrued interest thereon arising under 31 U.S.C. § 3717.

1.136. *Voting Deadline* means [_____] [___], 2013 at 5:00 p.m. prevailing New York time, the date and time by which all Ballots must be received by the Claims Agent, or such other date and time as may be established by the Bankruptcy Court.

1.137. *Voting Record Date* means the date for determining which holders of Claims are entitled to receive the Disclosure Statement and vote to accept or reject this Plan, as applicable, which date is November [___], 2013, as set forth in the Disclosure Statement Order.

B. *Interpretation; Application of Definitions and Rules of Construction.*

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. Any capitalized term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. Except for the rules of construction contained in sections 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall

apply to the construction of the Plan (specifically including section 102(3) providing that the words “includes” and “including” are not limiting). Any reference in this Plan to a contract, instrument, release, indenture, or other agreement or documents being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. To the extent there is an inconsistency between any of the provisions of this Plan and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

C. *Appendices and Plan Documents.*

All Plan Documents and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. Holders of Claims and Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or obtain a copy of the Plan Documents by a written request sent to the following address:

Willkie Farr & Gallagher LLP
 787 Seventh Avenue
 New York, New York 10019
 Attention: Andrew Mordkoff, Esq.
 Telephone: (212) 728-8000

ARTICLE II.

RESOLUTION OF CERTAIN INTER-CREDITOR AND INTER-DEBTOR ISSUES

2.1. *Comprehensive Settlement of Claims and Controversies.*

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including all claims arising prior to the Commencement Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, by or against any Released Party, or holders of Claims, arising out of, relating to or in connection with the business or affairs of or transactions with the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court’s findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, creditors and other parties in interest, and are fair, equitable and within the range of reasonableness. The provisions of the Plan, including its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable.

2.2. Substantive Consolidation of Debtors for Purposes of Voting, Confirmation and Distribution.

(a) This Plan provides for substantive consolidation of the Debtors' Estates, but solely for purposes of voting, confirmation, and making distributions to the holders of Allowed Claims under this Plan. On the Effective Date: (a) all guarantees of any Debtor of the payment, performance or collection of another Debtor with respect to Claims against such Debtor shall be eliminated and cancelled; and (b) any obligation of any Debtor and all guarantees by a Debtor with respect to Claims against one or more of the other Debtors shall be treated as a single obligation. On the Effective Date, and in accordance with the terms of this Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by a Debtor as to the obligation of another Debtor shall be released and of no further force and effect. Except as set forth in this Section 2.2, such substantive consolidation shall not affect (a) the legal and corporate structure of the Reorganized Debtors, or (b) any obligations under any leases or contracts assumed in this Plan or otherwise after the Commencement Date. The Debtors reserve the right to seek confirmation of the Plan without implementing substantive consolidation (including, without limitation, in the event the Court determines that substantive consolidation of the Debtors as provided for above is not appropriate), and to request that the Court approve the treatment of and distribution to the different Classes under the Plan on a Debtor-by-Debtor basis. In the event the Debtors seek confirmation of the Plan without implementing substantive consolidation of the Debtors as provided for above, any vote in favor of the Plan on a substantively consolidated basis, shall be deemed a vote in favor of the Plan of each of the applicable Debtors on an individual Debtor basis.

(b) Notwithstanding anything to the contrary herein, on or after the Effective Date, any and all Intercompany Claims will be adjusted (including by contribution, distribution in exchange for new debt or equity, or otherwise), paid, continued, or discharged to the extent reasonably determined appropriate by the Reorganized Debtors. Any such transaction may be effected on or subsequent to the Effective Date without any further action by the Bankruptcy Court or by the stockholders of any of the Reorganized Debtors.

(c) Notwithstanding the substantive consolidation of the Estates for the purposes set forth in Section 2.2(a) herein, each Reorganized Debtor shall pay all U.S. Trustee Fee Claims on all disbursements, including Plan Distributions and disbursements in and outside of the ordinary course of business, until the entry of a final decree in its Reorganization Case, dismissal of its Reorganization Case, or conversion of its Reorganization Case to a case under chapter 7 of the Bankruptcy Code.

2.3. No Plan Distributions to Equity Interests.

No Plan Distributions shall be made on account of any Interests in any Debtor regardless of whether such Interests are held by a Person which is not a Debtor; provided, however, that any Debtor that holds Intercompany Interests shall retain such Interests solely for the purpose of maintaining the existing corporate structure of the Debtors and the Reorganized Debtors.

ARTICLE III.

ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, U.S. TRUSTEE FEES AND PRIORITY TAX CLAIMS

All Claims and Interests, except DIP Claims, Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims, are placed in the Classes set forth in Article IV below. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims of the Debtors have not been classified, and the holders thereof are not entitled to vote on this Plan. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes.

3.1. *DIP Claims*

The DIP Claims shall be deemed to be Allowed Claims under the Plan. The DIP Claims shall be satisfied in full, on the Effective Date, by the termination of all commitments under the DIP Credit Agreement and indefeasible payment in full in Cash of all outstanding obligations thereunder. Until so satisfied in full, the DIP Agent and DIP Lenders shall retain all rights, Claims and Liens available pursuant to the DIP Credit Agreement and the DIP Order.

3.2. *Administrative Expense Claims.*

(a) Time for Filing Administrative Expense Claims.

The holder of an Administrative Expense Claim, other than the holder of:

- (i) a Fee Claim;
- (ii) an Administrative Expense Claim arising under the DIP Order;
- (iii) an Administrative Expense Claim that has been Allowed on or before the Effective Date;
- (iv) a trade claim for an expense or liability incurred and payable in the ordinary course of business by a Debtor after the Commencement Date;
- (v) an Administrative Expense Claim on account of fees and expenses incurred on or after the Commencement Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court;
- (vi) an Administrative Expense Claim held by a current officer, director or employee of the Debtors for indemnification, contribution, or advancement of expenses pursuant to (A) any Debtor's certificate of incorporation, by-laws, or similar organizational document or (B) any indemnification or contribution agreement approved by the Bankruptcy Court; provided, however, that nothing set forth herein shall be deemed to elevate any

indemnification claims for prepetition acts or omissions to Administrative Claim status;

(vii) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Commencement Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses; and

(viii) U.S. Trustee Fees,

must file with the Bankruptcy Court and serve on the Debtors, the Claims Agent, the Creditors' Committee and the Office of the United States Trustee, proof of such Administrative Expense Claim **within thirty (30) days after the Effective Date** (the "**Administrative Bar Date**"). Such proof of Administrative Expense Claim must include at a minimum (i) the name of each Debtor that is purported to be liable for the Administrative Expense Claim, (ii) the name of the holder of the Administrative Expense Claim, (iii) the amount of the Administrative Expense Claim, (iv) the basis of the Administrative Expense Claim, and (v) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED AND DISCHARGED IN THESE REORGANIZATION CASES.**

(b) Treatment of Administrative Expense Claims.

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to a different treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date an Administrative Expense Claim becomes an Allowed Claim, the holder of such Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Claim; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as debtors in possession, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to, such transactions.

3.3. Fee Claims.

(a) Time for Filing Fee Claims.

Any Professional Person seeking allowance by the Bankruptcy Court of a Fee Claim shall file its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date no later than forty-five (45) days after the Effective Date. **FAILURE TO FILE AND SERVE SUCH FEE APPLICATION TIMELY AND PROPERLY SHALL RESULT IN THE FEE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than sixty-five (65) days after the Effective Date or such other date as established by the Bankruptcy Court.

(b) Treatment of Fee Claims.

A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 3.2(a) of this Plan shall be payable by the Reorganized Debtors to the extent approved by a Final Order of the Bankruptcy Court. On or prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors, the Consenting Lenders, the Consenting Noteholders and the Creditors' Committee estimates of any Fee Claims that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application submitted by such Professional Person.

3.4. U.S. Trustee Fees.

On the Effective Date or as soon as practicable thereafter, the Debtors or Reorganized Debtors shall pay all U.S. Trustee Fees.

3.5. Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in the Reorganized Debtors' discretion, either (a) on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date a Priority Tax Claim becomes an Allowed Claim, Cash in an amount equal to such Claim, or (b) deferred Cash payments following the Effective Date, over a period ending not later than five (5) years after the Commencement Date, in an aggregate amount equal to the Allowed amount of such Priority Tax Claim (with any interest to which the holder of such Priority Tax Claim may be entitled to be calculated in accordance with section 511 of the Bankruptcy Code); provided, however, that all Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as they become due.

ARTICLE IV.

CLASSIFICATION OF CLAIMS AND INTERESTS

4.1. Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors, and specifies which Classes are (a) impaired or unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, or (c) deemed to accept or reject this Plan.

Class 1	Priority Non-Tax Claims	No	No (Deemed to accept)
Class 2	Secured Lender Claims	Yes	Yes
Class 3	Other Secured Claims	No	No (Deemed to accept)
Class 4	Noteholder Claims	Yes	Yes
Class 5	Other Unsecured Claims	Yes	Yes
Class 6	Existing Securities Laws Claims	Yes	No (Deemed to reject)
Class 7	Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof	Yes	No (Deemed to reject)

4.2. *Unimpaired Classes of Claims.*

The following Classes of Claims are unimpaired and, therefore, deemed to have accepted this Plan and are not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code.

- (a) Class 1: Class 1 consists of all Allowed Priority Non-Tax Claims.
- (b) Class 3: Class 3 consists of all Allowed Other Secured Claims.

4.3. *Impaired Classes of Claims and Interests.*

The following Classes of Claims are impaired and holders of Allowed Claims in such Classes, as of the Voting Record Date, are entitled to vote on this Plan:

- (a) Class 2: Class 2 consists of all Allowed Secured Lender Claims.
- (b) Class 4: Class 4 consists of all Allowed Noteholder Claims
- (c) Class 5: Class 5 consists of all Allowed Other Unsecured Claims

The following Classes of Claims and Interests are impaired and deemed to have rejected this Plan and, therefore, are not entitled to vote on this Plan under section 1126(g) of the Bankruptcy Code:

- (d) Class 6: Class 6 consists of all Existing Securities Laws Claims.
- (e) Class 7: Class 7 consists of all Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof.

4.4. *Separate Classification of Other Secured Claims.*

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature, each Other Secured Claim, to the extent secured by a Lien on Collateral different than that securing any other Other Secured Claims, shall be treated as being in a separate sub-Class for the purpose of receiving Plan Distributions.

ARTICLE V.

TREATMENT OF CLAIMS AND INTERESTS

5.1. *Priority Non-Tax Claims (Class 1).*

(a) Treatment: The legal, equitable and contractual rights of the holders of Class 1 Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Quarterly Distribution Date after the date a Priority Non-Tax Claim becomes an Allowed Claim, the holder of such Allowed Priority Non-Tax Claim shall receive Cash in an amount equal to such Claim.

(b) Voting: In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept this Plan and the votes of such holders will not be solicited with respect to such Allowed Priority Non-Tax Claims.

5.2. *Secured Lender Claims (Class 2).*

(a) Allowance: On the Effective Date, the Secured Lender Claims shall be deemed Allowed in the aggregate amount of \$427,302,230.

(b) Treatment: Except to the extent that a holder of a Secured Lender Claim agrees to different treatment, the following treatment shall constitute full and final satisfaction of each Secured Lender Claim:

(i) payment in Cash on the Effective Date of its Pro Rata Share of the Secured Lender Fee Claims (which, as applicable, may be paid directly to the Secured Lenders' counsel and advisors) to extent unpaid during the course of the Reorganization Cases;

(ii) receipt of the Prepayment by the Secured Credit Agreement Administrative Agent on the Effective Date;

(iii) the entry by the Reorganized Debtors into the Amended and Restated Secured Credit Agreement on the Effective Date; and

(iv) in respect of Senior Secured Claims constituting (A) "Revolving Loans" under and as defined in the Secured Credit Agreement, the receipt of its Pro Rata Share of the Converted Term Loan Obligations and (B) "Term Loans" under and as defined in the Secured Credit Agreement, the receipt of its Pro Rata Share of the Existing Term Loan Obligations, in each case, on the Effective Date.

(c) Voting: The Secured Lender Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

5.3. *Other Secured Claims (Class 3).*

(a) Treatment: The legal, equitable and contractual rights of the holders of Class 3 Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to less favorable treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Quarterly Distribution Date after the date an Other Secured Claim becomes an Allowed Claim, each holder of such Allowed Other Secured Claim shall receive, at the election of the Reorganized Debtors: (i) Cash in an amount equal to such Allowed Claim; (ii) such other treatment that will render the Other Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) receive the collateral securing its Allowed Claim; provided, however, that Class 3 Claims incurred by a Debtor in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto, in the discretion of the applicable Debtor or Reorganized Debtor, without further notice to or order of the Bankruptcy Court. Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until full and final payment of such Allowed Other Secured Claim is made as provided herein. On the full payment or other satisfaction of such Claims in accordance with the Plan, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

(b) Voting: In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject the Plan.

5.4. *Noteholder Claims (Class 4).*

(a) Allowance: On the Effective Date, the Noteholder Claims shall be deemed Allowed in the following amounts aggregate amounts, including accrued and unpaid interest owing as of the Commencement Date: (i) Noteholder Claims on account of Notes issued pursuant to the June 30 Indenture, \$211,247,855; and (ii) Noteholder Claims on account of Notes issued pursuant to the February 3 Indenture, \$ 100,970,539.

(b) Treatment: Except to the extent that a holder of a Noteholder Claim agrees to different treatment, the following shall constitute full and final satisfaction of each Allowed Noteholder Claim:

(i) receipt of its Pro Rata Share among all Noteholder Claims and Other Unsecured Claims that elect to receive New Common Stock of 100% of the New Common Stock, subject to dilution only by: (A) the options to purchase the New Common Stock that may be issued to the Reorganized Debtors' post-Effective Date directors, officers and employees; and (B) the shares of New Common Stock issued pursuant to the Rights Offering (including any New Common Stock issued pursuant to the Rights Offering Backstop Commitment Agreement); and

(ii) Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Stock for an aggregate purchase price equal to the Subscription Payment Amount.

(c) Voting: The Noteholder Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

5.5. *Other Unsecured Claims (Class 5).*

(a) Treatment: Except to the extent that a holder of an Other Unsecured Claim agrees to different treatment, each holder of an Other Unsecured Claim may elect either of the following alternative treatments in full and final satisfaction of each Allowed Other Unsecured Claim:

(i) receipt of its Pro Rata Share among all Noteholder Claims and Other Unsecured Claims that elect to receive New Common Stock of 100% of the New Common Stock, subject to dilution only by: (A) the options to purchase the New Common Stock that may be issued to the Reorganized Debtors' post-Effective Date directors, officers and employees; and (B) the shares of New Common Stock issued pursuant to the Rights Offering (including any New Common Stock issued pursuant to the Rights Offering Backstop Commitment Agreement); or

(ii) receipt of its Pro Rata Share of the Other Unsecured Cash.

Any holder of an Other Unsecured Claim that does not make an affirmative election with respect to its treatment shall be deemed to have irrevocably elected to receive the consideration set forth in clause (ii) of this Section 5.5(a).

(b) Voting: The Other Unsecured Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

5.6. *Existing Securities Laws Claims (Class 6).*

(a) Treatment: Persons holding Existing Securities Laws Claims shall not receive or retain any distribution under the Plan on account of such Existing Securities Laws Claims.

(b) Voting: In accordance with section 1126(g) of the Bankruptcy Code, Persons holding Existing Securities Laws Claims are conclusively presumed to reject this Plan on account of such Existing Securities Laws Claims and are not entitled to vote to accept or reject the Plan.

5.7. *Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof (Class 7).*

(a) Treatment: Existing Common Stock shall be cancelled and holders of Existing Common Stock Interests and Existing Securities Laws Claims on account thereof shall

not be entitled to any distribution under the Plan.

(b) Voting: In accordance with section 1126(g) of the Bankruptcy Code, the holders of Existing Common Stock Interests and Existing Securities Laws Claims on account thereof are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject the Plan.

ARTICLE VI.

ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS

6.1. *Class Acceptance Requirement.*

As is required by section 1126 of the Bankruptcy Code, a Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan.

6.2. *Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown".*

Because certain Classes are deemed to have rejected this Plan, the Debtors will request confirmation of this Plan under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right, with the consent of the Required Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed), to alter, amend, modify, revoke or withdraw this Plan or any Plan Document in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

6.3. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

6.4. *Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims or Interests in such Class.

6.5. *Confirmation of All Cases.*

Except as otherwise specified herein, the Plan shall not be deemed to have been confirmed unless and until the Plan has been confirmed as to each of the Debtors; provided, however, that the Debtors, in their sole discretion and with the consent of the Required

Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed), may at any time waive this Section 6.5.

ARTICLE VII.

MEANS FOR IMPLEMENTATION

7.1. Restructuring Transaction.

On or as of the Effective Date, the Plan Distributions shall be effectuated pursuant to the following transactions (collectively, the “**Restructuring Transaction**”):

(a) pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan, the property of each Estate shall vest in the applicable Reorganized Debtor, free and clear of all Claims, liens, encumbrances, charges, and other interests, except as provided in the Plan, the Amended and Restated Secured Credit Agreement, the Exit LC Facility, the other Plan Documents or the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein;

(b) all Existing Common Stock Interests shall be deemed cancelled as of the Effective Date. Reorganized RMC shall issue the New Common Stock pursuant to the terms of the Plan and, in the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and Registration Rights Agreement will be executed and delivered in connection with the Plan, enter into the Stockholders Agreement and the Registration Rights Agreement;

(c) Reorganized RMC and certain of the Reorganized Debtors shall enter into the Amended and Restated Secured Credit Agreement, the Exit LC Facility and the Backstop Term Loan;

(d) Reorganized RMC shall issue the Rights Offering Stock to the Rights Offering Purchasers;

(e) the Debtors shall consummate the Plan by (i) making distributions of the New Common Stock and Cash, (ii) entering into the Stockholders Agreement (if applicable), the Registration Rights Agreement (if applicable), the Amended and Restated Secured Credit Agreement, the Exit LC Facility, and the Backstop Term Loan, (iii) issuing the Rights Offering Stock; and

(f) the releases and exculpation set forth in Sections 12.8 and 12.9 herein, which are an essential element of the Restructuring Transaction, shall become effective.

7.2. Rights Offering.

(a) Issuance of Rights. Each holder of a Noteholder Claim as of the Rights

Offering Record Date 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. In accordance with the Rights Offering Backstop Commitment Agreement, the Rights Offering Backstop Investors have committed to purchase all Remaining Rights Offering Stock. The Rights Offering Stock, including the Remaining Rights Offering Stock, will be issued to the Rights Offering Purchasers and/or the Rights Offering Backstop Investors, as applicable, for an aggregate purchase price equal to the Rights Offering Amount. On the Effective Date, Reorganized RMC shall be authorized to consummate the transactions contemplated by the Rights Offering and the Rights Offering Backstop Commitment Agreement, including any agreement or document entered into in connection therewith, and all such agreements and documents shall become effective and binding in accordance with their respective terms (to the extent not effective and binding prior to the Effective Date) and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person.

(b) Subscription Period. The Rights Offering shall commence on the Subscription Commencement Date and shall expire on the Subscription Deadline. Each holder of a Noteholder Claim as of the Rights Offering Record Date that intends or desires to participate in the Rights Offering must affirmatively elect to exercise its Subscription Rights, and provide written notice thereof to the Entities specified in the Subscription Form, on or prior to the Subscription Deadline in accordance with the terms of this Plan and the Subscription Form. All Remaining Rights Offering Stock shall be allocated to the Rights Offering Backstop Investors on the Subscription Deadline, and shall be purchased by the Rights Offering Backstop Investors on the Effective Date, all in accordance with the terms and conditions of the Backstop Commitment Agreement.

(c) Exercise of Subscription Rights and Payment of Subscription Payment Amount. On the Subscription Commencement Date, RMC or another applicable Disbursing Agent will mail the Subscription Form to each holder of a Noteholder Claim known as of the Rights Offering Record Date, together with appropriate instructions for the proper completion, due execution, and timely delivery of the Subscription Form, as well as instructions for the payment of the eventual Subscription Payment Amount for that portion of the Subscription Rights sought to be exercised by such Person. The Debtors may adopt such additional detailed procedures consistent with the provisions of this Plan to more efficiently administer the exercise of the Subscription Rights. In order to exercise the Subscription Rights, each holder of a Noteholder Claim as of the Rights Offering Record Date must return a duly completed Subscription Form (making a binding and irrevocable commitment to participate in the Rights Offering) to the Debtors or other Person specified in the Subscription Form so that such form is actually received by the Debtors or such other Person on or before the Subscription Deadline. If the Debtors or such other Person for any reason does not receive from a given holder of Subscription Rights a duly completed Subscription Form on or prior to the Subscription Deadline, then such holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering. On the Subscription Notification Date, the Debtors will notify each Rights Offering Purchaser of its respective allocated portion of Rights Offering Stock, and in the case of the Rights Offering Backstop Investors, the Debtors will notify each Rights Offering Backstop Investor as soon as practicable after the Subscription Deadline

and, in any event, at least four (4) Business Days prior to the Effective Date, of its portion of the Remaining Rights Offering Stock that such Rights Offering Backstop Investor is obligated to purchase pursuant to the Rights Offering Backstop Commitment Agreement and the purchase price therefor. Each Rights Offering Purchaser must tender its Subscription Payment Amount to the Debtors so that it is actually received on or prior to the Subscription Payment Date. In the event the Debtors receive any payments for the exercise of Subscription Rights prior to the Effective Date, such payments shall be held in a separate account until the Effective Date. In the event the conditions to the Effective Date are not met or waived, such payments shall be returned, without accrual or payment of any interest thereon, to the applicable Rights Offering Purchaser, without reduction, offset or counter-claim.

(d) No Transfer; Detachment Restrictions; No Revocation. The Subscription Rights are not transferable or detachable, except for (a) transfers by a holder of Noteholder Claims to one or more of its affiliates or another holder of Noteholder Claims, or (b) with the consent of the Required Backstop Parties, to a third party. Any transfer or detachment, or attempted transfer or detachment, in violation of this restriction will be null and void and the Debtors will not treat any purported transferee of the Subscription Rights separate from the Noteholder Claims as the holder of any Subscription Rights. Once a holder of a Noteholder Claim has exercised any of its Subscription Rights by properly executing and delivering a Subscription Form to the Debtors or other Person specified in the Subscription Form, such exercise may only be revoked, rescinded or annulled in the sole discretion of the Debtors or Reorganized Debtors.

(e) Distribution of Rights Offering Stock. On, or as soon as reasonably practicable after, the Effective Date, Reorganized RMC or another applicable Disbursing Agent shall distribute the Rights Offering Stock purchased by such Rights Offering Purchaser or Rights Offering Backstop Investor to such Rights Offering Purchaser or Rights Offering Backstop Investor.

(f) Validity of Exercise of Subscription Rights. All questions concerning the timeliness, validity, form, and eligibility of any exercise, or purported exercise, of Subscription Rights shall be determined by the Debtors or Reorganized Debtors. The Debtors or Reorganized Debtors, in their reasonable discretion exercised in good faith, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. A Subscription Form shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors or Reorganized Debtors determine in their discretion reasonably exercised in good faith. The Debtors or Reorganized Debtors will use commercially reasonable efforts to give written notice to any holder of a Noteholder Claim as of the Rights Offering Record Date regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such Person and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that neither the Debtors and Reorganized Debtors nor any of their Related Persons shall incur any liability for giving, or failing to give, such notification and opportunity to cure.

(g) Rights Offering Proceeds. The proceeds of the Rights Offering will provide \$135 million in capital to the Reorganized Debtors, which shall be used to indefeasibly

pay in cash in full all DIP Claims arising under the DIP Credit Agreement on the Effective Date, fund other payments required under this Plan including the Prepayment on the Effective Date, and for ordinary course operations and general corporate purposes of the Reorganized Debtors after the Effective Date.

(h) Exit Issuance Deposit. On the Effective Date, the DIP Agent and RM Funding Escrow LLC shall execute and deliver joint written instructions to The PrivateBank and Trust Company to release the Exit Issuance Deposit to RM Funding Escrow LLC for distribution by RM Funding Escrow LLC to the Consenting Noteholders that are members of RM Funding Escrow LLC.

(i) Deposit Fee. In consideration for the Exit Issuance Deposit, on the Effective Date, Reorganized RMC shall issue to the Consenting Noteholders that are members of RM Funding Escrow LLC their respective shares of the Exit Issuance Deposit Fee based on the amount of the total Exit Issuance Deposit they funded.

(j) Commitment Fee. On the Effective Date, Reorganized RMC shall issue to the Consenting Noteholders that are parties to the Rights Offering Backstop Commitment Agreement their respective shares of the Exit Issuance Backstop Fee pursuant to the terms of the Rights Offering Commitment Agreement.

7.3. Corporate Action.

The Debtors shall continue to exist as the Reorganized Debtors on and after the Effective Date, with all of the powers of corporations, limited liability companies or limited partnerships, as the case may be, under applicable law. The certificates of incorporation or operating agreements, as applicable, of each Reorganized Debtor shall, *inter alia*, prohibit the issuance of nonvoting stock to the extent required by section 1123(a)(6) of the Bankruptcy Code. The adoption of any new or amended and restated operating agreements, certificates of incorporation and by-laws of each Reorganized Debtor and the other matters provided for under the Plan involving the corporate or entity structure of the Debtors or the Reorganized Debtors, as the case may be, or limited liability company or corporate action to be taken by or required of the Debtors or the Reorganized Debtors, as the case may be, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects, without any requirement of further action by members, stockholders or directors of the Debtors or the Reorganized Debtors, as the case may be, and shall not constitute a change of control of any Debtor for any purpose. Without limiting the foregoing, the Reorganized Debtors shall be authorized, without any further act or action required, to issue all New Common Stock and New Preferred Stock, and any instruments required to be issued hereunder, to undertake, consummate and execute and deliver any documents relating to the Restructuring Transaction and to undertake any action or execute and deliver any document contemplated under the Plan. The Confirmation Order shall provide that it establishes conclusive corporate or other authority, and evidence of such corporate or other authority, required for each of the Debtors and the Reorganized Debtors to undertake any and all acts and actions required to implement or contemplated by the Plan, including the specific acts or actions or documents or instruments identified in this Article VII, and no board, member or shareholder vote shall be required with respect thereto. Without limiting the foregoing, the Reorganized Debtors may pay the charges

that they incur on or after the Effective Date for Professional Persons' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

7.4. *Effectuating Documents and Further Transactions.*

The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan, so long as such documents, contracts, instruments and other agreements are consistent with the Plan.

7.5. *Cancellation of Existing Securities and Agreements.*

Except for the purpose of evidencing a right to distribution under this Plan, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing any Claim or any Existing Common Stock Interest, other than Intercompany Interests, and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect.

7.6. *Intercompany Interests.*

No Intercompany Interests shall be cancelled pursuant to this Plan, and all Intercompany Interests shall continue in place following the Effective Date, solely for the purpose of maintaining the existing corporate structure of the Debtors and the Reorganized Debtors.

7.7. *Cancellation of Certain Existing Security Interests.*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or Reorganized Debtors (as applicable) any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*.

7.8. *Officers and Boards of Directors.*

(a) The existing boards of directors of the Debtors shall be deemed to have resigned on and as of the Effective Date. On the Effective Date, the boards of directors of the Reorganized Debtors shall consist of those individuals that will be identified on Exhibit K hereto and filed as part of the Plan Supplement. The members of the board of directors of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date. Following the occurrence of the Effective Date, the board of directors of each Reorganized Debtor may be replaced by such individuals as are selected in accordance with the organizational documents of such Reorganized Debtor.

(b) On the Effective Date, the officers of the Reorganized Debtors shall

consist of those individuals identified on Exhibit L hereto and filed as part of the Plan Supplement.

7.9. Management Agreements and Management Equity Plan.

(a) As soon as reasonably practicable after the Effective Date, [Reorganized RMC and certain of the Reorganized Debtors] shall execute the Management Agreements.

(b) As soon as reasonably practicable after the Effective Date, the board of directors of Reorganized RMC shall adopt the Management Equity Plan.

7.10. Authorization, Issuance and Delivery of New Common Stock and New Preferred Stock.

(a) On the Effective Date, Reorganized RMC is authorized to issue or cause to be issued the New Common Stock and New Preferred Stock in accordance with the terms of this Plan and the Amended Certificate, without the need for any further corporate or shareholder action.

(b) On the Effective Date, Reorganized RMC shall issue and cause to be delivered the New Common Stock and New Preferred Stock to the applicable Disbursing Agent for distribution in accordance with the terms of the Plan.

(c) In the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and Registration Rights Agreement will be executed and delivered in connection with the Plan, upon receipt of its Pro Rata Share of the New Common Stock under the Plan, each holder of an Unsecured Claim that receives New Common Stock shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and Registration Rights Agreement.

(d) In the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and 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 (including any New Common Stock issued pursuant to the Rights Offering Backstop Commitment Agreement), each Rights Offering Purchaser shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and Registration Rights Agreement.

7.11. Exemption from Securities Laws.

The issuance of New Common Stock and New Preferred Stock pursuant to the Plan (including the Rights Offering Stock and the New Common Stock issued under the Management Equity Plan) shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

7.12. Amended and Restated Secured Credit Agreement and Exit LC Facility.

On the Effective Date, without any requirement of further action by security

holders or directors of the Debtors, each of the Reorganized Debtors shall be authorized to enter into the Amended and Restated Secured Credit Agreement and the Exit LC Facility, as well as any notes, documents or agreements required thereunder, including any documents required in connection with the creation or perfection of the liens on collateral securing the obligations arising under the Amended and Restated Secured Credit Agreement and the Exit LC Facility.

7.13. *Exemption from Certain Transfer Taxes.*

To the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the transfers effectuated under the Plan, the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code, any assumption, assignment, and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, and the creation, modification, consolidation or recording of any mortgage pursuant to the terms of the Plan, the Amended and Restated Secured Credit Agreement or ancillary documents, shall constitute a “transfer under a plan” within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

7.14. *Insurance Preservation and Proceeds.*

Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover claims against the Debtors, the Reorganized Debtors or any other Person, and all such policies shall be deemed assumed as of and subject to the occurrence of the Effective Date in accordance with the provisions of Article X hereof.

7.15. *Solicitation of Debtors.*

Notwithstanding anything to the contrary herein, each Debtor that would otherwise be entitled to vote to accept or reject this Plan as a holder of a Claim against or Interest in another Debtor shall not be solicited for voting purposes, and such Debtor will be deemed to have voted to accept this Plan.

ARTICLE VIII.

DISTRIBUTIONS

8.1. *Distributions.*

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims, free and clear of all Liens, claims and encumbrances; provided, however, that (i) all Plan Consideration distributable to the Secured Lenders on account of the Secured Lender Claims shall be made to the Secured Credit Agreement Administrative Agent for further distribution to the Secured Lenders; and (ii) all Plan Consideration distributable to the Noteholders on account of the Noteholder Claims (excluding the Rights Offering Stock, the Exit Issuance Backstop Fee and the Exit Issuance Deposit Fee) shall be made to the Notes Trustee for

further distribution to the Noteholders.

8.2. *Delivery of Distributions on Account of DIP Claims.*

Distributions on account of DIP Claims (to the extent not previously paid) shall be made on the Effective Date by the Reorganized Debtors or the Debtors, as applicable, to the DIP Agent. The DIP Agent shall act as the Disbursing Agent and distribute the relevant Plan Distributions to holders of Allowed DIP Claims, pursuant to the terms of the Plan.

8.3. *Distributions on Account of Allowed Claims Only.*

Notwithstanding anything herein to the contrary, no Plan Distribution shall be made on account of a Disputed Claim until such Disputed Claim becomes an Allowed Claim.

8.4. *No Postpetition Interest on Claims.*

Unless otherwise specifically provided for in the Confirmation Order or the DIP Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Commencement Date.

8.5. *Date of Distributions.*

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is practicable, provided that the Reorganized Debtors may utilize Quarterly Distribution Dates to the extent appropriate (which, for avoidance of doubt, shall not apply to the Rights Offering Stock or the Rights Offering). In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

8.6. *Distribution Record Date.*

As of the close of business on the applicable Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Debtors, the Administrative Agents, or their respective agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims. The Debtors shall have no obligation to recognize any transfer of Claims occurring after the close of business on the applicable Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and leases, the Debtors shall have no obligation to recognize or deal with any party other than the non-Debtor party to the underlying executory contract or lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a Cure Amount.

8.7. *No Recourse.*

No holder of any Claim shall have recourse to the Reorganized Debtors (or any property thereof), other than with regard to Plan Distributions and the enforcement of rights under the Plan.

8.8. *Method of Cash Distributions.*

Any Cash payment to be made pursuant to the Plan will be in U.S. dollars and may be made by draft, check, or wire transfer, in the sole discretion of the Debtors or the Reorganized Debtors, or as otherwise required or provided in any relevant agreement or applicable law.

8.9. *Fractional Shares.*

No fractional shares of New Common Stock shall be distributed. When any distribution would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the shares of the New Common Stock subject to such distribution will be rounded to the next higher or lower whole number as follows: (a) fractions equal to or greater than $\frac{1}{2}$ will be rounded to the next higher whole number; and (b) fractions less than $\frac{1}{2}$ will be rounded to the next lower whole number. The total number of shares of New Common Stock to be distributed on account of Allowed Claims will be adjusted as necessary to account for the rounding provided for in the Plan. No consideration will be provided in lieu of fractional shares that are rounded down.

8.10. *No Distribution in Excess of Allowed Amount of Claim.*

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any Plan Distribution in excess of the Allowed amount of such Claim.

8.11. *Disputed Payments.*

If any dispute arises as to the proper disbursement of Plan Consideration, including the identity of a holder of an Allowed Claim who is to receive any Plan Distribution, the Reorganized Debtors may, in lieu of making such Plan Distribution, make such Plan Distribution into a segregated account until the disposition thereof shall be determined by Court order or by written agreement among the interested parties.

8.12. *Setoffs and Recoupments.*

Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the Plan Distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and causes of action that a Reorganized Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or

release by a Reorganized Debtor or its successor of any and all claims, rights, defenses and causes of action that a Reorganized Debtor or its successor may possess against such holder.

8.13. *Delivery of Distributions.*

Unless otherwise provided for under the Plan, on or as promptly as practicable after the Effective Date, the Disbursing Agent will issue, or cause to be issued, and authenticate, as applicable, the applicable Plan Consideration, and, except as otherwise provided in this Article VIII, make all distributions or payments to any holder of an Allowed Claim to the relevant Distribution Address.

8.14. *Unclaimed Property.*

The Reorganized Debtors or applicable Disbursing Agent shall hold all Unclaimed Property (and all interest, dividends, and other distributions thereon), for the benefit of the holders of Claims entitled thereto under the terms of the Plan. At the end of one (1) year following the later of (a) the Effective Date, and (b) the date a Claim is first Allowed, the holders of Allowed Claims theretofore entitled to Unclaimed Property held pursuant to this section shall be deemed to have forfeited such property, whereupon all right, title and interest in and to such property shall immediately and irrevocably revert in the Reorganized Debtors, such holders shall cease to be entitled thereto and: (a) any such Unclaimed Property that is Cash (including Cash interest, maturities, dividends and the like) shall be property of the Reorganized Debtors free of any restrictions thereon; and (b) any New Common Stock or New Preferred Stock that is Unclaimed Property shall be cancelled. The Reorganized Debtors or the applicable Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, proofs of Claim filed against the Debtors, or relevant registers maintained for such Claims.

8.15. *Distribution Minimum.*

Neither the Reorganized Debtors, nor any applicable Disbursing Agent, shall have any obligation to make a distribution that is less than one (1) share of New Common Stock, one (1) share of New Preferred Stock, or \$30.00 in Cash.

8.16. *Withholding Taxes.*

Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Plan Distributions. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes. Notwithstanding any other provision of this Plan, (a) each holder of an Allowed Claim that is to receive a distribution under this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution, and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to this Plan unless and until such holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations or has, to the Reorganized Debtors' satisfaction, established an exemption therefrom.

8.17. *Rights and Powers of Disbursing Agent.*

(a) Powers of the Disbursing Agent. The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan, (ii) make all Plan Distributions or payments contemplated hereby, (iii) employ professionals to represent it with respect to its responsibilities, and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) Expenses Incurred On or After the Effective Date. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

ARTICLE IX.

PROCEDURES FOR RESOLVING CLAIMS

9.1. *Objections to Claims.*

Other than with respect to Fee Claims, only the Reorganized Debtors shall be entitled to object to Claims. Any objections to those Claims (other than Rejection Damages Claims, Fee Claims and Administrative Expense Claims) that have been filed on or before the Confirmation Date, shall be served and filed on or before the later of: (a) seventy-five (75) days after the Effective Date; or (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. Any Claims filed after the Bar Date or Administrative Bar Date, as applicable, shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authorization to do so. An objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on the signatory on the proof of claim as well as all other representatives identified in the proof of claim or any attachment thereto; or (c) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn). From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

9.2. *Disputed Claims.*

(a) No Distributions or Payments Pending Allowance.

Except as provided in this Section 9.2, Disputed Claims shall not be entitled to any Plan Distributions, unless and until such Claims become Allowed Claims.

(b) Establishment of Disputed Claims Reserve. On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors shall set aside and reserve, for the benefit of each holder of a Disputed Claim, Cash or New Common Stock in an amount equal to the Plan Distribution to which the holder of such Disputed Claim would be entitled if such Disputed Claim were an Allowed Claim in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be allowed in any pending objection filed by the Debtors, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Debtors' schedules of assets and liabilities filed in the Reorganization Cases or (B) if a timely filed proof of claim or application for payment has been filed with the Bankruptcy Court or Claims Agent, as applicable, the amount set forth in such timely filed proof of claim or application for payment. In addition, the Reorganized Debtors shall set aside and reserve, for the benefit of each holder of a Rejection Damages Claim for which the deadline to file and serve a proof of claim evidencing such Rejection Damages Claim (pursuant to Section 10.2 hereof) occurs after the Effective Date, an amount equal to the Debtors' good faith estimate of the Plan Distribution to which the holder of such Rejection Damages Claim would be entitled if such Rejection Damages Claim were to become an Allowed Claim. Such reserved amounts, collectively, shall constitute the "**Disputed Claims Reserve.**" For the avoidance of doubt, the Debtors shall not be required to reserve any Cash or other consideration on account of any Disputed Claim the Debtors reasonably believe is covered by insurance.

(c) Plan Distributions to Holders of Subsequently Allowed Claims.

On each Quarterly Distribution Date (or such earlier date as determined by the Reorganized Debtors or the Disbursing Agent in their sole discretion but subject to Section 9.2 of this Plan), the Disbursing Agent will make distributions or payments on account of any Disputed Claim that has become an Allowed Claim during the preceding calendar quarter. The Disbursing Agent shall distribute in respect of such newly Allowed Claims the Plan Consideration as to which such Claims would have been entitled under this Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, less direct and actual expenses, fees, or other direct costs of maintaining Plan Consideration on account of such Disputed Claims.

(d) Distribution of the Disputed Claims Reserve Upon Disallowance.

To the extent any Disputed Claim has become Disallowed in full or in part (in accordance with the procedures set forth in the Plan), any Plan Consideration held by the

Reorganized Debtors on account of, or to pay, such Disputed Claim shall become the sole and exclusive property of the Reorganized Debtors.

9.3. *Estimation of Claims.*

Any Debtor, Reorganized Debtor or holder of a Claim may request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim for purposes of determining the allowed amount of such Claim at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Reorganized Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not exclusive of one another.

9.4. *Expenses Incurred On or After the Effective Date.*

Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and expenses incurred by any Professional Person or the Claims Agent in connection with implementation of this Plan after the Effective Date, including reconciliation of, objection to, and settlement of Claims, shall be paid in Cash by the Reorganized Debtors.

ARTICLE X.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1. *General Treatment.*

As of and subject to the occurrence of the Effective Date and the payment of the applicable Cure Amount, all executory contracts and unexpired leases to which any Debtor is a party shall be deemed assumed, except for any executory contracts or unexpired leases that: (a) previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court; (b) are designated specifically as a contract or lease to be rejected on the Schedule of Rejected Contracts and Leases, if any; or (c) are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date. As of and subject to the occurrence of the Effective Date, all contracts identified on the Schedule of Rejected Contracts and Leases shall be deemed rejected. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Section 10.1 shall revert in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as

modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law.

10.2. *Claims Based on Rejection of Executory Contracts or Unexpired Leases.*

All Rejection Damages Claims, if any, will be treated as Other Unsecured Claims. Upon receipt of the Plan Distribution provided in Section 5.5 of this Plan, all Rejection Damages Claims shall be discharged as of the Effective Date, and shall not be enforceable against the Debtors, the Reorganized Debtors or their respective properties or interests in property. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, any Rejection Damages Claim on account of such damages, if not evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is thirty (30) days after the effective date of such rejection (which may be the Effective Date or the date on which the Debtors reject the applicable contract or lease pursuant to an order of the Bankruptcy Court).

10.3. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.*

(a) Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such executory contract or unexpired lease, any monetary defaults arising under each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate amount (the “**Cure Amount**”) in Cash on the later of thirty (30) days after (i) the Effective Date, (ii) the date on which the Cure Amount has been resolved (either consensually or through judicial decision), or (iii) the date on which the Cure Amount becomes due and payable in the ordinary course of business, consistent with past practice and in accordance with the terms of the underlying executory contract or unexpired lease.

(b) No later than five (5) days prior to the commencement of the Confirmation Hearing, the Debtors shall file a schedule (the “**Cure Schedule**”) setting forth the Cure Amount, if any, for each executory contract or unexpired lease to be assumed pursuant to Section 10.1 of this Plan. Any party that fails to object to the applicable Cure Amount listed on the Cure Schedule within twenty (20) days of the filing thereof, shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Cure Schedule (including a Cure Amount of \$0.00) and/or from asserting any Claim against the applicable Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Cure Schedule.

(c) In the event of a dispute (each, a “**Cure Dispute**”) regarding: (i) the Cure Amount; (ii) the ability of the applicable Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Cure Dispute, provided that the Debtors reserve the right to reject any contract or lease subject to a Cure Dispute until the Cure Amount has been

paid (which payments shall be made in the Debtors' sole discretion). To the extent a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the applicable contract or lease prior to the resolution of the Cure Dispute provided that such Debtor sets aside and reserves Cash in an amount sufficient to pay the full amount asserted as cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court).

ARTICLE XI.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

11.1. *Conditions Precedent to Confirmation.*

Confirmation of this Plan is subject to:

- (a) the Disclosure Statement having been approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code;
- (b) entry of the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders and the Required Consenting Noteholders;
- (c) the Plan Documents in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders and the Required Consenting Noteholders having been filed in substantially final form prior to the Confirmation Hearing, and all conditions to Plan confirmation contained therein shall have been satisfied; and
- (d) the Restructuring Support Agreement remaining in full force and effect, and not having been terminated.

11.2. *Conditions Precedent to the Effective Date.*

The occurrence of the Effective Date is subject to:

- (a) the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders and the Required Consenting Noteholders having been entered;
- (b) the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders and the Required Consenting Noteholders having become a Final Order;
- (c) the Plan Documents in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders and the Required Consenting Noteholders having been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by the Debtors that the Effective Date has occurred) contained therein having been satisfied or waived in accordance therewith;

(d) all material governmental, regulatory and third party approvals, waivers and/or consents in connection with the Plan, if any, having been obtained and remaining in full force and effect, and there existing no claim, action, suit, investigation, litigation or proceeding, pending or threatened in any court or before any arbitrator or governmental instrumentality, which would prohibit the consummation of the Plan;

(e) (i) the Amended and Restated Secured Credit Agreement, Backstop Term Loan, Exit LC Facility, and all other Plan Documents having been executed and/or consummated, and being in full force and effect, and (ii) the extension of credit under the Amended and Restated Secured Credit Agreement, the Backstop Term Loan and the Exit LC Facility being available upon (and subject to) the Effective Date;

(f) the Debtors having cash on hand as of the Effective Date of at least \$20 million; and

(g) the Restructuring Support Agreement remaining in full force and effect, and not having been terminated.

11.3. *Waiver of Conditions Precedent and Bankruptcy Rule 3020(e) Automatic Stay.*

Other than the requirement that the Confirmation Order must be entered, which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part by the Debtors, with the consent of the Required Consenting Lenders and Required Consenting Noteholders, without notice and a hearing, and the Debtors' benefits under the "mootness doctrine" shall be unaffected by any provision hereof. The failure of the Debtors to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

11.4. *Effect of Failure of Conditions.*

If each of the conditions to confirmation and consummation of the Plan and the occurrence of the Effective Date has not been satisfied or duly waived on or before December 31, 2013 if the condition that the Confirmation Order become a Final Order is waived, or January 7, 2014 if such condition is not waived, or by such later date as is proposed by the Debtors and is approved by the Required Consenting Lenders and the Required Consenting Noteholders and, after notice and a hearing, by the Bankruptcy Court, upon motion by any party in interest made before the time that each of the conditions has been satisfied or duly waived, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this section, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or interests in the Debtors; or (b) prejudice in any manner the rights of the Debtors, including the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of their Bankruptcy Code.

11.5. *Withdrawal of the Plan.*

Subject to the reasonable consent of the Required Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, the Debtors reserve the right to modify or revoke and withdraw the Plan at any time before the Confirmation Date or, if the Debtors are for any reason unable to consummate the Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtors revoke and withdraw the Plan: (a) nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors or to prejudice in any manner the rights of the Debtors or any Persons in any further proceeding involving the Debtors; and (b) the result shall be the same as if the Confirmation Order were not entered, the Plan was not filed and no actions were taken to effectuate it.

ARTICLE XII.

EFFECT OF CONFIRMATION

12.1. *Binding Effect.*

This Plan shall be binding and inure to the benefit of the Debtors, all holders of Claims and Interests, and their respective successors and assigns.

12.2. *Vesting of Assets and Retention of Causes of Action.*

Except as otherwise provided in the Plan (including, but not limited to, Section 12.8 of this Plan), on the Effective Date all property comprising the Estates (including, subject to any release provided for herein, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, whether relating to the avoidance of preferences or fraudulent transfers under sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code or otherwise) shall be vested in the Reorganized Debtors free and clear of all Claims, liens, charges, encumbrances and interests of creditors, equity security holders, or other Persons, except for the rights to Plan Distributions under the Plan. After the Effective Date, the Reorganized Debtors shall have no liability to holders of Claims, liens, charges, encumbrances and interests of creditors, equity security holders, or other Persons, except as expressly provided for in the Plan. As of the Effective Date, the Reorganized Debtors may operate each of their respective businesses and use, acquire and settle and compromise claims or interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

12.3. *Discharge of Claims Against and Interests in the Debtors.*

(a) **Scope.** Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on, and Interests in the Debtors, their assets or properties, which debts, Claims, liens, and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the

Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or the assets or properties of any of them, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

(b) **Injunction.** In accordance with section 524 of the Bankruptcy Code, the discharge provided by this section and section 1141 of the Bankruptcy Code, *inter alia*, acts as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims, liens and Interests discharged hereby.

(c) **Release of Liens.** Except with respect to Class 2 Claims (i) each holder of a Secured Claim or a Claim that is purportedly secured (including an Other Secured Claim) shall, on or immediately before the Effective Date and as a condition to receiving any Plan Distribution: (A) turn over and release to the Debtors, or the Reorganized Debtors, as applicable, any and all property of the Debtors or the Estates that secures or purportedly secures such Claim; and (B) execute such documents and instruments as the Debtors or the Reorganized Debtors require to evidence such claimant's release of such property; and (ii) on the Effective Date (or such other date described in this subsection), all claims, right, title and interest in such property shall revert to the Reorganized Debtors free and clear of all Claims and Interests, including liens, charges, pledges, encumbrances and/or security interests of any kind. All liens of the holders of such Claims or Interests in property of the Debtors, the Estates, and/or the Reorganized Debtors shall be deemed to be canceled and released as of the Effective Date (or such other date described in this subsection). Notwithstanding the immediately preceding sentence, any such holder of a Disputed Claim shall not be required to execute and deliver such release of liens until ten (10) days after such Claim becomes an Allowed Claim or is Disallowed. To the extent any holder of a Claim described in the first sentence of this subsection fails to release the relevant liens as described above, the Reorganized Debtors may act as attorney-in-fact, on behalf of the holders of such liens, to provide any releases as may be required by any lender under the Amended and Restated Secured Credit Agreement or for any other purpose.

(d) **Cancellation of Stock/Instruments.** The Existing Common Stock Interests, the DIP Credit Agreement, the Secured Credit Agreement and the Notes (each including any related credit agreement, indenture, security and guaranty agreements, interest rate agreements and commodity hedging agreements) and any other note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors are not required to be surrendered and shall be deemed cancelled on the Effective Date provided, however, the Indentures shall continue in effect solely for purposes of allowing the Notes Trustee to make the Plan Distributions to be made on account of the Notes, provided further that the Secured Credit Agreement shall continue in effect for purposes of allowing the Secured Credit Agreement Administrative Agent to receive the Prepayment and apply it to the Secured Lender Claims, and shall be amended and restated pursuant to the Amended and Restated Secured Credit Agreement.

12.4. Survival of Certain Indemnification Obligations.

The obligations of the Debtors to indemnify individuals who serve or served on or

after the Commencement Date as their respective directors, officers, agents, employees, representatives, and Professional Persons retained by the Debtors pursuant to the Debtors' operating agreements, certificates of incorporation, by-laws, applicable statutes, pre-confirmation agreements and, to the extent required pursuant to section 327 of the Bankruptcy Code, by order of the Bankruptcy Court in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives, and Professional Persons, based upon any act or omission related to service with, for, or on behalf of the Debtors from the Commencement Date through and including the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be expanded, discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation and reorganization, and regardless of whether the underlying claims for which indemnification is sought are released pursuant to the Plan.

12.5. *Term of Pre-Confirmation Injunctions or Stays.*

Unless otherwise provided herein, all injunctions or stays arising prior to the Confirmation Date in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

12.6. *Injunction Against Interference With Plan.*

Upon the entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan.

12.7. *Injunction.*

Except as otherwise provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in

interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, further, that the Releasing Parties are, with respect to Claims or Interests held by such parties, permanently enjoined after the Confirmation Date from taking any actions referred to in clauses (i) through (vi) above against the Released Parties or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the Released Parties or any property of any such transferee or successor; provided, however, that nothing contained herein shall preclude any Person from exercising its rights, or obtaining benefits, directly and expressly provided to such entity pursuant to and consistent with the terms of the Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan.

All Persons releasing claims pursuant to Section 12.8 of this Plan shall be permanently enjoined, from and after the Confirmation Date, from taking any actions referred to in clauses (i) through (vi) of the immediately preceding paragraph against any party with respect to any claim released pursuant to Section 12.8 of this Plan.

12.8. Releases.

(a) Releases by the Debtors. Except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including the good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any person seeking to exercise the rights of the Debtors' Estates, including the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code) all Claims, obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever, (other than all rights, remedies and privileges to enforce the Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including the Plan Documents) delivered thereunder) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related

to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the parties released pursuant to this Section 12.8(a), the Reorganization Cases, the Plan or the Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any Claim or Interest or other entity, against any Released Party and its respective property; provided, however, that in no event shall anything in this Section 12.8(a) be construed as a release of any (i) Intercompany Claim or (ii) Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.

(b) Releases by Holders of Claims and Interests. Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Plan Distributions, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all Claims, obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, and the Plan Supplement and the contracts, instruments, releases, agreements and documents (including the Plan Documents) delivered under or in connection with the Plan), including any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, against any Released Party and its respective property; provided, however, that

in no event shall anything in this Section 12.8(b) be construed as a release of any (i) Intercompany Claim or (ii) Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.

Notwithstanding anything to the contrary contained herein, with respect to a Released Party that is a non-Debtor, nothing in the Plan or the Confirmation Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in the Confirmation Order or the Plan exculpate any non-Debtor party from any liability to the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude any valid right of setoff or recoupment.

As to the United States, its agencies, departments or agents, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude: (i) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date; or (ii) any valid right of setoff or recoupment. Furthermore, nothing in the Plan or the Confirmation Order: (i) discharges, releases, or precludes any environmental liability that is not a Claim, or any environmental Claim of a governmental unit that arises on or after the Effective Date; (ii) releases the Debtors or the Reorganized Debtors from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (iii) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (D) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

12.9. Exculpation and Limitation of Liability.

No Exculpated Party shall have or incur any liability to any holder of any Claim or Interest for any prepetition or postpetition act or omission in connection with, or arising out of the Debtors' restructuring, including the negotiation and execution of the Restructuring Support Agreement, the Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the dissemination of the Plan, the solicitation of votes for and the pursuit of the Plan, the consummation of the Plan, or the administration of the Plan or the property (including the New Common Stock and any other security offered, issued or distributed in connection with the Plan) to be distributed under the Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omission in connection with the Plan or the restructuring of the Debtors except fraud, gross negligence or willful misconduct, each as determined by a Final Order. The Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the Delaware Lawyers' Rules of Professional Conduct, Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of any Exculpated Party, no attorney of any Exculpated Party shall be released by the Debtors or the Reorganized Debtors.

12.10. Injunction Related to Releases and Exculpation.

The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Plan.

12.11. Exclusive Jurisdiction.

The Bankruptcy Court (and the United States District Court for the District of Delaware) shall retain exclusive jurisdiction to adjudicate any and all claims or causes of action released pursuant to Section 12.8 (i) against any Released Party, (ii) relating to the Debtors, the Plan, the Plan Distributions, the New Common Stock, the Reorganization Cases, the Restructuring Transaction, or any contract, instrument, release, agreement or document executed and delivered in connection with the Plan and the Restructuring Transaction (including, without limitation, the Plan Documents), and (iii) brought by the Debtors (or any successor thereto) or any holder of a Claim or Interest.

ARTICLE XIII.**ADMINISTRATIVE PROVISIONS****13.1. Retention of Jurisdiction.**

(a) Purposes. Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including for the following purposes:

(i) to determine the allowability, classification, or priority of Claims upon objection by the Reorganized Debtors or any other party in interest entitled hereunder to file an objection (including the resolution of disputes regarding any Disputed Claims, claims for disputed Plan Distributions and Rejection Damages Claims), and the validity, extent, priority and nonavoidability of consensual and nonconsensual liens and other encumbrances;

(ii) to issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, including any release or injunction provisions set forth herein, and to determine all matters that may be pending before the Bankruptcy Court in the Reorganization Cases on or before the Effective Date with respect to any Person;

(iii) to protect the property of the Estates from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning liens, security interest or encumbrances on any property of the Estate wherever located;

(iv) to determine any and all applications for allowance of Fee Claims;

(v) to determine any Priority Tax Claims, Other Priority Claims, Administrative Expense Claims or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;

(vi) to resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan (including any release or injunction provisions set forth herein) and the making of Plan Distributions hereunder;

(vii) to determine any and all motions related to the rejection, assumption or assignment of executory contracts or unexpired leases, to determine any motion to reject an executory contract or unexpired lease pursuant to Section 10.3 of this Plan or to resolve any disputes relating to the appropriate cure amount or other issues related to the assumption of executory contracts or unexpired leases in the Reorganization Cases;

(viii) to determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of the Reorganization Cases, including any remands;

(ix) to enter a final decree closing each of the Reorganization Cases;

(x) to modify the Plan under section 1127 of the Bankruptcy Code,

remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes;

(xi) to issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;

(xii) to enable the Reorganized Debtors to prosecute any and all proceedings to set aside liens or encumbrances and to recover any transfers, assets, properties or damages to which the Debtors may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be waived pursuant to the Plan;

(xiii) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xiv) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(xv) to resolve any disputes concerning whether a Person had sufficient notice of the Reorganization Cases, any applicable Bar Date, the hearing to consider approval of the Disclosure Statement or the Confirmation Hearing or for any other purpose;

(xvi) to resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in the Reorganization Cases;

(xvii) to hear and resolve any causes of action involving the Debtors, the Reorganized Debtors or the Estates that arose prior to the Confirmation Date or in connection with the implementation of the Plan, including actions to avoid or recover preferential transfers or fraudulent conveyances;

(xviii) to resolve any disputes concerning any release of a nondebtor hereunder or the injunction against acts, employment of process or actions against such nondebtor arising hereunder;

(xix) to approve any Plan Distributions, or objections thereto, under the Plan;

(xx) To hear and resolve any disputes arising from or relating to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004, or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(xxi) To resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(xxii) to approve any Claims settlement entered into or offset exercised by the Debtors or Reorganized Debtors; and

(xxiii) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order, or as may be authorized under provisions of the Bankruptcy Code;

provided, however, notwithstanding anything to the contrary in the Plan or the Confirmation Order, after the Effective Date, the Bankruptcy Court's retention of jurisdiction shall not govern the enforcement of any Plan Document or any of the documentation related thereto that has a choice of venue provision, which provision shall govern exclusively.

(b) Failure of the Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Reorganization Cases, then Section 13.1(a) of this Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

13.2. *Retiree Benefits.*

On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits. Nothing herein shall: (a) restrict the Debtors' or the Reorganized Debtors' right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law, or section 1114(m) of the Bankruptcy Code; or (b) be construed as an admission that any such retiree benefits are owed by the Debtors.

13.3. *Creditors' Committee.*

As of the Effective Date, the duties of the Creditors' Committee, if any, shall terminate, except with respect to the pursuit of or objection to any Fee Claims.

13.4. *Termination of Professionals.*

On the Effective Date, the engagement of each Professional Person retained by the Creditors' Committee shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for payment of such Fee Claims.

13.5. *Amendments.*

(a) Preconfirmation Amendment. The Debtors may modify the Plan, subject

to the reasonable consent of the Required Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the disclosure statement pertaining thereto meet applicable Bankruptcy Code requirements.

(b) Postconfirmation Amendment Not Requiring Resolicitation. After the entry of the Confirmation Order, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan; provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing. Any waiver under Section 11.3 of this Plan shall not be considered to be a modification of the Plan.

(c) Postconfirmation/Preconsummation Amendment Requiring Resolicitation. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, in a way that materially and adversely affects the interests, rights, treatment, or Plan Distributions of a Class of Claims or Interests; provided that: (i) the Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification; and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

13.6. *Revocation or Withdrawal of this Plan.*

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date, subject to the reasonable consent of the Required Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed). To the extent that the Confirmation Order has been entered, the Debtors will seek revocation of the Confirmation Order prior to revoking or withdrawing the Plan. If the Debtors take such action, this Plan shall be deemed null and void.

13.7. *Confirmation Order.*

The Confirmation Order shall, and is hereby deemed to, ratify all transactions effected by the Debtors during the period commencing on the Commencement Date and ending on the Confirmation Date, except for any acts constituting willful misconduct or fraud.

13.8. *Allocation of Plan Distributions Between Principal and Interest.*

To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such

distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

13.9. *Severability.*

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, subject to the reasonable consent of the Required Consenting Lenders and Required Consenting Noteholders (which consents shall not be unreasonably withheld or delayed), shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.10. *Governing Law.*

Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal laws apply, the rights and obligations arising under the Plan shall be governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

13.11. *Section 1125(e) of the Bankruptcy Code.*

The Debtors have, and upon confirmation of this Plan shall be deemed to have, solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and the Debtors (and their affiliates, agents, directors, officers, employees, advisors, and attorneys) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of the securities offered and sold under this Plan, and therefore are not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or offer, issuance, sale, or purchase of the securities offered and sold under this Plan.

13.12. *Time.*

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

13.13. *Monetary Figures.*

All references in the Plan to monetary figures shall refer to legal currency of the United States of America, unless otherwise expressly provided.

13.14. *Successors and Assigns.*

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

13.15. *Controlling Documents.*

To the extent any Plan Document is inconsistent with the Plan, the Disclosure Statement, or any other any other agreement entered into between the Debtors and any party, the such Plan Document shall control. To the extent the Plan is inconsistent with the Disclosure Statement or any other agreement entered into between the Debtors and any party (other than any Plan Document), the Plan controls the Disclosure Statement and any other such agreements. To the extent that the Plan or any Plan Document is inconsistent with the Confirmation Order, the Confirmation Order (and any other orders of the Bankruptcy Court) control the Plan or any Plan Document.

13.16. *Hart-Scott-Rodino Antitrust Improvements Act.*

Any New Common Stock to be distributed under the Plan to an entity required to file a Premerger Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or any similar state laws or regulations, shall not be distributed until the notification and waiting periods applicable under such Act to such entity shall have expired or been terminated. In the event any applicable notification and waiting periods do not expire without objection, the Debtors or their agent shall, in their sole discretion, be entitled to sell such entity's shares of New Common Stock that were to be distributed under the Plan to such entity, and thereafter shall distribute the proceeds of the sale to such entity.

13.17. *Notices.*

All notices or requests in connection with the Plan shall be in writing and will be deemed to have been given when received by mail and addressed to:

Rural/Metro Corporation
9221 E. Via de Ventura
Scottsdale, AZ 85258
Attn: Stephen Farber
Telephone: 800-352-2309

-and-

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019-6099
Attn: Matthew Feldman, Esq.
Rachel C. Strickland, Esq.

Daniel I. Forman, Esq.
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

13.18. *Payment of Statutory Fees.*

All fees payable pursuant to section 1930 of title 28 of the United States Code, due and payable through the Effective Date shall be paid by the Debtors on or before the Effective Date and amounts due thereafter shall be paid by the Reorganized Debtors in the ordinary course until the entry of a Final Order closing the Reorganization Cases. Any deadline for filing Administrative Expense Claims shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.


13.19. *Reservation of Rights.*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: September 15, 2013

Respectfully submitted,

RURAL/METRO CORPORATION
on behalf of itself and its affiliated Debtors

By: 

Stephen Farber
Executed Vice President and Chief Financial Officer

Counsel:

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(302) 571-6600

Co-Counsel for the Debtors and Debtors in Possession

Schedule 10.1

Rejected Contracts

[TO COME]

Schedule 10.3

**Cure Amounts for
Assumed Executory Contracts and Unexpired Leases**

[TO COME]

EXHIBIT A
List of Debtors

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)

EXHIBIT B

**Amended and Restated Secured Credit Agreement
and Backstop Term Loan**

[to come]

EXHIBIT C

Amended By-Laws

[to come]

EXHIBIT D

Amended Certificate

[to come]

EXHIBIT E

Exit LC Facility

[to come]

EXHIBIT F

New Preferred Stock Certificate Designations

[to come]

EXHIBIT G

Registration Rights Agreement

[to come]

EXHIBIT H

Rights Offering Backstop Commitment Agreement

[to come]

EXHIBIT I

Stockholders Agreement

[to come]

EXHIBIT J

Subscription Form

[to come]

EXHIBIT K

Individuals on Board of Directors of Reorganized Debtors

[to come]

EXHIBIT L

Officers of Reorganized Debtors

[to come]