

**EXHIBIT 6**

**Proposed Disclosure Statement Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11  
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 Rural/Metro Corporation, et al.,<sup>1</sup> : Case No. 13-11952 (KJC)  
 :  
 Debtors. : Jointly Administered  
 :  
 : **Re Docket No.** \_\_\_\_\_  
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**ORDER (I) APPROVING DISCLOSURE STATEMENT, (II) FIXING VOTING RECORD DATE, (III) SCHEDULING PLAN CONFIRMATION HEARING AND APPROVING FORM AND MANNER OF RELATED NOTICE AND OBJECTION PROCEDURES, (IV) APPROVING SOLICITATION PACKAGES AND PROCEDURES FOR THE DISTRIBUTION THEREOF, (V) APPROVING FORMS OF BALLOTS AND VOTING PROCEDURES, (VI) APPROVING FORM AND MANNER OF NOTICES TO NON-VOTING PLAN CLASSES, (VII) FIXING VOTING DEADLINE, (VIII) APPROVING VOTE TABULATION PROCEDURES, (IX) APPROVING CURE PROCEDURES, AND (X) APPROVING RIGHTS OFFERING PROCEDURES**

Upon the motion (the "Motion"),<sup>2</sup> dated October 3, 2013, of Rural/Metro Corporation and its affiliates, as debtors and debtors in possession (collectively, the "Debtors"), pursuant to sections 105, 363, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3016, 3017, 3018, 3020, 9013, 9014, and 9021 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 3017-1, and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") requesting an order:

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1 A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number is attached as Schedule 1 to the Declaration of Stephen Farber in Support of Chapter 11 Petition and First Day Pleadings (the "Farber Declaration") [Docket No. 2] and at [www.donlinrecano.com/rmc](http://www.donlinrecano.com/rmc). The Debtors’ headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

2 Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

(i) approving the proposed Disclosure Statement; (ii) fixing a Voting Record Date for voting on the Plan; (iii) scheduling a hearing to consider confirmation of the Plan and approving the form and manner of the attendant notice and objection procedures for such hearing; (iv) approving the proposed contents of the Solicitation Package and procedures for distribution thereof; (v) approving the forms of ballots and establishing solicitation, voting, and balloting procedures; (vi) approving the form and manner of notice to non-voting classes; (vii) fixing a Voting Deadline; (viii) approving procedures for tabulating creditor votes; (ix) approving cure procedures; and (x) approving rights offering procedures, all as more fully described in the Motion; and the Court having subject matter jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided and it appearing that no other or further notice need be provided; and the Court having determined the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, it is hereby found and determined that:<sup>3</sup>

C. The Debtors have the authority to propose and prosecute the *Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, the “**Disclosure Statement**”) [Docket No. [ ]], together with the

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3 The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

*First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated October 31, 2013 (as the same may be amended or modified, including all exhibits and supplements thereto, the “**Plan**”) [Docket No. [ ]].

**D.** The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

**E.** The forms of ballots with respect to the Plan, substantially in the forms attached hereto as Exhibits 2A-2D, are sufficiently consistent with Official Form No. 14 and adequately address the particular needs of these chapter 11 cases and are appropriate for the relevant classes of claims entitled under the Plan to vote to accept or reject the Plan.

**F.** Ballots need not be provided to the holders of claims in Class 1 (Priority Non-Tax Claims) and Class 3 (Other Secured Claims) because the holders of these claims are unimpaired and deemed to accept the Plan.

**G.** Ballots also need not be provided to the holders of Claims in Class 6 (Existing Securities Law Claims) and interests in Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof) because the holders of these claims and interests will retain and receive no property under the Plan and are deemed to reject the Plan.

**H.** The period set forth below, during which the Debtors may solicit acceptances to the Plan, is a reasonable period of time for holders of Claims entitled to vote on the Plan to make an informed decision with respect to whether to accept or reject the Plan.

**I.** The procedures set forth below regarding notice to all parties in interest of the time, date, and place of the hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) and the distribution and contents of the solicitation packages (the “**Solicitation**”)

**Packages**”) comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is granted as set forth herein.
2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.
3. The forms of Ballots are approved.
4. The record date for purposes of determining creditors or interest holders entitled to vote on the Plan or, in the case of non-voting classes, to receive (i) the Notice of Non-Voting Status – Unimpaired Classes or (ii) the Notice of Non-Voting Status – Impaired Classes (items (i) and (ii) together, the “**Notices of Non-Voting Status**”), as applicable, shall be the later of (i) the date the Disclosure Statement Order is entered, or (ii) November 5, 2013 at 5:00 p.m. (prevailing Eastern Time) (the “**Voting Record Date**”).
5. With respect to any transferred claim, the transferee will be entitled to receive a Solicitation Package and vote to accept or reject the Plan on account of the transferred claim only if: (a) all actions necessary to effect the transfer of the claim pursuant to Bankruptcy Rule 3001(e) and Local Rule 3001-1 have been completed no later than the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer, and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a claim is transferred after the transferor has completed a Ballot, the transferee of such claim shall be bound by any vote (and the consequences thereof) made on the Ballot by the holder as of the Voting Record Date of such transferred claim.

6. The Debtors shall complete the mailing of the Solicitation Package to all known holders (as of the Voting Record Date) of claims in Class 2 (Secured Lender Claims), Class 4 (Noteholder Claims) and Class 5 (Other Unsecured Claims) (collectively, the “**Voting Classes**”) by no later than the date that is six (6) days following entry of the order approving the Disclosure Statement (the “**Solicitation Mailing Date**”). Solicitation Packages mailed to creditors holding claims in the Voting Classes will contain: (i) this Disclosure Statement Order (without the exhibits hereto); (ii) the Confirmation Hearing Notice; (iii) a CD containing the Disclosure Statement (together with all exhibits thereto); and (iv) the appropriate form of Ballot, with instructions for completing the Ballot, and a pre-addressed, pre-paid return envelope.

7. The Debtors are authorized, but not required, to distribute any Additional Materials with the Solicitation Package, as necessary, which will be filed with the Court prior to, and for approval at, the Disclosure Statement Hearing.

8. The Debtors are authorized, but not required, to distribute the Disclosure Statement (together with all exhibits thereto) to the Voting Classes in CD format, and the Disclosure Statement Order, Confirmation Hearing Notice, and Ballots shall be provided in paper format.

9. On or before the Solicitation Mailing Date, the Debtors shall serve the Confirmation Hearing Notice to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the agents for the Debtors’ prepetition and postpetition secured lenders; (c) the Securities and Exchange Commission; (d) the United States Attorney’s Office for the District of Delaware; (e) the Department of Justice; (f) the Internal Revenue Service; (g) the relevant federal, state and local taxing authorities at their statutory addresses; (h) the relevant state and local environmental agencies; (i) parties who have filed a request for service in these

cases in accordance with Bankruptcy Rule 2002 as of the day prior to service; and (j) all known holders of claims and equity interests pursuant to Bankruptcy Rule 3017(d).

10. The Debtors shall complete, by no later than the Solicitation Mailing Date, the service of (i) the Confirmation Hearing Notice, and (ii) a Notice of Non-Voting Status to all known holders (as of the Voting Record Date) of claims and equity interests in Class 1 (Priority Non-Tax Claims), Class 3 (Others Secured Claims), Class 6 (Existing Securities Law Claims) and Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof).

11. The Confirmation Hearing will be held before the Honorable Kevin J. Carey at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 5, Wilmington, Delaware 19801 on **December 16, 2013 at 11:00 a.m. (prevailing Eastern Time)**; provided, however, that the Confirmation Hearing may be continued from time to time by the Court or the Debtors, without further notice or through adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing, or other appropriate filing, filed with the Court.

12. The Confirmation Hearing Notice setting forth the time, date, and place of the Confirmation Hearing, substantially in the form attached hereto as Exhibit 1, is approved.

13. The Debtors shall publish the Confirmation Hearing Notice, on one occasion, in either the national edition of either *The Wall Street Journal* or *The New York Times*, on a date not less than twenty-eight (28) calendar days prior to the Confirmation Hearing date, which notice is hereby approved and deemed adequate and sufficient notice of the Confirmation Hearing in accordance with Bankruptcy Rule 2002.

14. Any objections to confirmation of the Plan must (i) be in writing, (ii) state the name, address, and nature of the Claim or interest of the objecting or responding party, (iii) state with particularity the basis and nature of any objection, and (iv) be filed, together with proof of service, with the Court and served so as to be actually received no later than **4:00 p.m. (prevailing Eastern Time) on December 9, 2013** (the “**Confirmation Objection Deadline**”) by the following parties: (a) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (b) co-counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq., and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon Morton, Esq. and Maris Kandestin, Esq.; (c) counsel to the Committee, Brown Rudnick LLP, One Financial Center, Boston, MA 02111, Attn: Steven D. Pohl, Esq. and Thomas A. Montgomery, Esq. and Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq.; (d) counsel to certain senior unsecured noteholders, Latham & Watkins, 233 S. Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: Josef A. Athanas and 355 South Grand Ave., Los Angeles, CA 90071-1560, Attn: Ted A. Dillman, Esq.; (e) counsel to Wilmington Trust, N.A., as successor trustee, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman, Esq.; (f) counsel to the prepetition and postpetition administrative agent, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, David M. Feldman, Esq. and Matthew Kelsey, Esq., and Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, DE 19899-1709, Attn: David B.



Stratton, Esq.; and (g) all parties that have requested notice in these chapter 11 cases pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

15. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

16. Counsel to the Debtors and other parties in interest are authorized to file replies or responses to any such objections no later than **4:00 p.m. (prevailing Eastern Time) on the business day that is two days prior to the Confirmation Hearing**, including any adjournments thereof.

17. The Debtors shall not be required to send Solicitation Packages to (i) any holder of an unimpaired Claim under the Plan, (ii) any holder of a Claim or Equity Interest in a class deemed to reject the Plan, (iii) any party who holds a Claim, whether in the form of a filed proof of claim, or an amount listed on the schedules of assets and liabilities and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and Official Forms of the Bankruptcy Rules (as amended or modified, the "**Schedules**") in an amount of \$0.00, and (iv) a creditor that has a Claim that has already been paid in full.

18. With respect to addresses from which Disclosure Statement Notices were returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing Solicitation Packages or any other materials related to voting on or confirmation of the Plan to entities listed at such addresses unless and until the Debtors are provided with accurate addresses for such entities before the Solicitation Mailing Date.

19. On or before the Solicitation Mailing Date, a Notice of Non-Voting Status – Unimpaired Classes, substantially in the form attached hereto as Exhibit 3, which form is hereby approved, shall be distributed to holders of Claims and interests in Class 1 (Priority Non-Tax Claims) and Class 3 (Other Secured Claims), which classes are unimpaired under the Plan and therefore are presumed to accept the Plan, and thus are not entitled to vote to accept or reject the Plan

20. On or before the Solicitation Mailing Date, a Notice of Non-Voting Status – Impaired Classes, substantially in the form attached hereto as Exhibit 4, , which form is hereby approved, shall be distributed to holders of claims and interests in Class 6 (Existing Securities Law Claims) and Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof), which will receive no distribution under the Plan and therefore are presumed to reject the Plan, and thus are not entitled to vote to accept or reject the Plan.

21. The Notices of Non-Voting Status are hereby deemed to satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and the Debtors shall not be required to distribute copies of the Plan, Disclosure Statement, and/or Disclosure Statement Order to any holder of a claim or equity interest in the Non-Voting Unimpaired Classes or the Non-Voting Impaired Classes, except as to parties who request, in writing, copies of such documents.

22. Each Ballot must be executed, completed, and delivered to the Solicitation Agent (i) by U.S. first-class mail, in the return envelope provided with each Ballot; (ii) by overnight courier; or (iii) by hand delivery, unless otherwise approved by the Debtors in writing, so that executed and completed Ballots are received by Donlin Recano & Company, Inc., the

Solicitation Agent, by no later than **5:00 p.m. (prevailing Eastern Time) on December 9, 2013, unless such time is extended** (the “**Voting Deadline**”).

23. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a claim, and without prejudice to the rights of the Debtors in any other context, each claim within a class of claims entitled to vote is temporarily allowed in an amount equal to the amount of such claim as set forth in the claims register; *provided*:<sup>4</sup>

- (a) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a claim for which a proof of claim has been timely filed is wholly contingent, unliquidated, or disputed, undetermined, or unknown in amount, such claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00, and the Ballot mailed to the holder of such claim shall be marked as voting at \$1.00; unless such claim is disputed as set forth in subparagraph “h” below;
- (c) If a proof of claim was timely filed in an amount that is liquidated, non-contingent, and undisputed, such claim is temporarily allowed in the amount set forth on the proof of claim, unless such claim is disputed as set forth in subparagraph “h” below;
- (d) If a claim is listed on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution unless such claim is disputed as set forth in subparagraph “h” below;
- (e) If a claim has been estimated or otherwise allowed for voting purposes by order of the Court, such claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- (f) If a claim is listed in the Debtors’ Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court; or (ii) deemed

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<sup>4</sup> For the avoidance of doubt the following procedures shall govern notwithstanding any other amount a claimant may otherwise indicate on an individual ballot.

timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose such claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00, and the Ballot mailed to the holder of such claim shall be marked as voting at \$1.00; unless such claims is disputed as set forth in paragraph "h" below;

- (g) Proofs of claim filed for \$0.00 are not entitled to vote;
- (h) If the Debtors have served an objection or request for estimation as to a claim at least fourteen (14) days before the Voting Deadline, such claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection, or as ordered by the Court before the Voting Deadline;
- (i) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code separate claims held by a single creditor in a particular class shall be aggregated as if such creditor held one claim against the Debtor in such class, and the votes related to such claims shall be treated as a single vote to accept or reject the Plan;
- (j) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate claims within the same Voting Class shall be provided with only one Solicitation Package and one ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claims;
- (k) If a proof of claim has been amended by a later filed proof of claim, only the later filed amending claim will be entitled to vote, regardless of whether the Debtors have objected to such earlier filed claim;
- (l) Notwithstanding anything contained herein to the contrary, the Solicitation Agent may contact voters to cure any defects in the Ballots and is authorized to so cure any defects;
- (m) There shall be a rebuttable presumption that any claimant who submits a properly completed, superseding Ballot, or withdraws a Ballot, in each case on or before the Voting Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan, such that the earlier submitted Ballot shall be deemed superseded or withdrawn, as applicable; and
- (n) 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 Debtors may request a ruling at the Confirmation Hearing that

the Plan shall be deemed accepted by the holders of such claims or interests in such class.

24. The following additional procedures shall apply with respect to tabulating the Master Ballots:

- (a) Votes cast by Beneficial Owners through a Nominee will be applied against the positions held by such entities in the applicable security as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee, pursuant to the Master Ballots or pre-validated Beneficial Ballots, will not be counted in excess of the principal amount of such securities held by such Nominee;
- (b) To the extent that conflicting votes or “overvotes” are submitted by a Nominee, the Solicitation Agent, in good faith, will attempt to reconcile discrepancies with the Nominee;
- (c) To the extent that overvotes on the Master Ballot are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Ballots that contained the overvote, but only to the extent of the Nominee’s position in the applicable security;
- (d) For the purposes of tabulating votes, each Beneficial Owner will be deemed to have voted the principal amount relating to such security, although the Solicitation Agent will adjust such principal amount to reflect the claim amount, including prepetition interest.
- (e) In the event of a sale after the Voting Record Date of some or all of a Beneficial Owner’s Notes to a third-party purchaser, such Beneficial Owner shall be instructed to immediately (a) notify its Nominee of such sale of Notes, the identity of the purchaser, and the amount of Notes sold to the purchaser and (b) send the Beneficial Ballot and Solicitation Package to the third-party purchaser(s) that acquired Notes with sufficient time for such purchaser(s) to review and complete the Beneficial Ballot prior to the Voting Record Date. Beneficial Ballots received by any purchaser that acquired Notes after the Voting Record Date but before the Voting Deadline shall be included on the Master Ballot for all purposes.

25. If any claimant seeks to challenge the allowance, disallowance or classification of its claim for voting purposes in accordance with the above procedures, such claimant is required to serve on counsel for the Debtors and the Committee, and file with the

Court (with a copy to Chambers) a motion for an order pursuant to Bankruptcy Rule 3018(a) (a “**3018(a) Motion**”) temporarily allowing such claim in a different amount for purposes of voting to accept or reject the Plan, on or before the tenth (10th) day after the later of (i) service of the Confirmation Hearing Notice, and (ii) service of notice of an objection or request for estimation, if any, as to such claim.

26. As to any claimant filing a 3018(a) Motion pursuant to Bankruptcy Rule 3018(a), such claimant’s Ballot should not be counted unless temporarily allowed by an order entered by the Court prior to the Voting Deadline.

27. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its claim therefor.

28. If a creditor casts more than one Ballot voting the same claim(s) before the Voting Deadline, the last Ballot received before the Voting Deadline is hereby deemed to reflect such creditor’s intent and, thus, to supersede any prior Ballot(s).

29. Any entity that holds a claim in more than one class that is entitled to vote must use separate Ballots for each such claim.

30. Creditors must vote all of their claims within a particular class under the Plan, whether or not such claims are asserted against the same or multiple Debtors, either to accept or reject the Plan and may not split their vote(s), and thus neither a Ballot that partially rejects and partially accepts the Plan, nor multiple Ballots casting conflicting votes in respect of the same class under the Plan shall be counted.

31. The following types of Ballots shall not be counted in determining whether the Plan has been accepted or rejected: (i) any Ballot received after the Voting Deadline unless the Debtors have granted an extension with respect to such Ballot; (ii) any Ballot that is

illegible or contains insufficient information to permit the identification of the claimant; (iii) any Ballot cast by a person or entity that does not hold a claim in a class entitled to vote to accept or reject the Plan; (iv) any unsigned Ballot; (v) any Ballot transmitted to the Solicitation Agent by facsimile, electronic mail, or other means not specifically approved herein, unless otherwise approved by the Debtors in writing; (vi) any Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but does not indicate either an acceptance or rejection of the Plan; (vii) any Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but indicates both an acceptance and rejection of the Plan shall be counted as an acceptance of the Plan; and (viii) any Ballot without an original signature. Any Ballots that are not counted or otherwise invalidated as set forth herein shall be documented in the vote tabulation certification prepared by the Solicitation Agent.

32. The Debtors, subject to any contrary order of the Court and except as otherwise set forth herein, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the vote tabulation certification prepared by the Solicitation Agent.

33. The Debtors are authorized, in accordance with the modification provisions of the Plan, to make, after the date the Disclosure Statement Order is entered and with prior notice to the Committee, counsel to the Debtors' prepetition and postpetition secured lenders, and counsel to certain of the Debtors' prepetition noteholders, non-substantive changes to the Disclosure Statement, the Plan, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package.

34. All notices to be provided pursuant to the procedures set forth herein are deemed good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing and no other or further notice need be provided.

35. The following procedures shall apply to the determination of cure amounts (“**Cure Amounts**”) and deadline for objections relating to contracts and leases that may be assumed pursuant to the Plan (collectively, the “**Cure Procedures**”). To facilitate a prompt resolution of cure disputes and objections relating to the assumption of these agreements, the Debtors propose the following deadlines and procedures:<sup>5</sup>

- (a) the Debtors shall cause the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the “**Cure Notice**”), in a form substantially similar to the form attached hereto as Exhibit 6, to be served on the non-debtor parties to all executory contracts and unexpired leases to be assumed as part of the Plan (the “**Assumed Contracts and Leases**”) no later than twenty (20) days prior to the commencement of the Confirmation Hearing. Among other things, the Cure Notice shall set forth the amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;
- (b) the non-debtor parties to the Assumed Contracts and Leases shall have until 5:00 p.m. (prevailing Eastern Time) on December 9, 2013 (the “**Cure Objection Deadline**”), which deadline may be extended in the sole discretion of the Debtors, to object (a “**Cure Objection**”) to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; provided, however, that if the Debtors amend the Contract Notice or any related pleading that lists the Assumed Contracts and Leases to add a contract or lease or to reduce the cure amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least 7 calendar days after service of such amendment to object thereto or to propose an alternative cure amount(s);

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5 Receipt of a Cure Notice (as defined below) does not constitute a determination by the Debtors to assume any executory contract or unexpired lease. The Debtors may decide not to assume any executory contract or unexpired lease through the Plan or otherwise.



- (c) If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection (each, a “**Cure Dispute**”), the Bankruptcy Court shall determine the amount of any disputed Cure Amount(s) or objection to assumption at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree or as ordered by the Court. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so; and
- (d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors’ cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors; provided, however, that the counterparty to such Assumed Contract or Lease may seek additional amount(s) on account of any defaults occurring between the filing of the Cure Notice and the occurrence of the Effective Date of the Plan.

36. The inclusion of an Assumed Contract or Lease in the Cure Notice is without prejudice to the Debtors’ right to modify their election to assume or to reject such Assumed Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) approving the assumption of any such Assumed Contract or Lease, and inclusion in the Cure Notice is not a final determination that any Assumed Contract or Lease will, in fact, be assumed.

37. The Rights Offering to be conducted in accordance with and as described in the Plan is approved.

38. The fees, charges and expenses contemplated by the Rights Offering and/or set forth in the Backstop Commitment Agreement are fair and reasonable and are hereby approved. The Debtors shall pay all such fees, charges and expenses as and when required by the Backstop Commitment Agreement and/or the Plan. The delivery of any stock by the Debtors in accordance with this Order and after the entry of a final, non-appealable Confirmation Order

on the effective date of the Plan shall be exempt from registration pursuant to section 1145(a)(1)(A) of the Bankruptcy Code and/or section 4(2) of the Securities Act of 1933, as amended, as applicable.

39. The Debtors are hereby authorized and empowered to conduct the Rights Offering pursuant to the terms and procedures described in the Beneficial Subscription Form, the Master Subscription Form and the Plan, and may take such actions, including, but not limited to, engaging a subscription agent, expending funds as necessary or appropriate to conduct and implement the Rights Offering, and the payment of any necessary fees in connection with the Rights Offering pursuant to the Plan.

40. The Backstop Commitment Agreement substantially in the form annexed hereto as Exhibit 8, and the Beneficial Subscription Form and the Master Subscription Form, substantially in the forms annexed hereto as Exhibits 7A and 7B, respectively, are fair and reasonable and hereby approved.

41. The Subscription Agreement attached hereto as Exhibit 7C, together with the Disclosure Statement to be distributed concurrently to the Eligible Subscribers, provides sufficient information for the Eligible Subscribers to make an informed decision regarding whether to exercise their Subscription Rights, and the Subscription Agreement is hereby approved.

42. The solicitation procedures pursuant to which the Debtors propose to conduct the Rights Offering are fair and reasonable and are hereby approved.

43. The Subscription Period (as defined in the Plan) is a reasonable period of time for the Eligible Subscribers to make an informed decision regarding whether to exercise their Subscription Rights and such Subscription Period is hereby approved.

44. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, none of the Debtors or the Creditors' Committee (including each of their respective directors, officers, employees, shareholders, members, partners, agents, or representatives (including attorneys, accountants, financials advisors, and investment bankers), each solely in their capacity as such) shall have any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

45. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, the Creditors' Committee (including each of their respective directors, officers, employees, shareholders, members, partners, agents, or representatives (including attorneys, accountants, financials advisors, and investment bankers), each solely in their capacity as such) shall not have any liability on account of having submitted any Additional Materials or on account of the inclusion of such Additional Materials in any Solicitation Package or other distribution for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale or purchase of securities.

46. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2013  
Wilmington, Delaware

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE