

EXHIBIT A

Proposed Confirmation Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re : Chapter 11
 :
 Rural/Metro Corporation, et al.,¹ : Case No. 13-11952 (KJC)
 :
 Debtors. : Jointly Administered
 :
 : **Re: Docket Nos.** _____
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**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING
 FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
 FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

Upon consideration of the *First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* (annexed hereto as Exhibit 1, and including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the “**Plan**”) proposed by the above-captioned debtors and debtors in possession (each a “**Debtor**,” and collectively, the “**Debtors**”); and the Debtors having filed the *Disclosure Statement With Respect to the First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* [Docket No. 605] (including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the “**Disclosure Statement**”); and the Court, by Order dated November 5, 2013 [Docket No. 597] (the “**Disclosure Statement Order**”) having approved the Disclosure Statement as containing adequate information after notice and a hearing held on November 5, 2013; and the Debtors having filed, among other things, the Plan Documents by filing the Plan Supplement [Docket Nos. 705 and []] with the Court on December 2, 2013 and December 13, 2013

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 [Docket No. 2] and at www.donlinrecano.com/rmc. The Debtors’ headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

(including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the “**Plan Supplement**”); and upon the affidavits of service filed reflecting compliance with the notice and solicitation requirements of the Disclosure Statement Order [Docket Nos. 618, 643, 677 and 681]; and upon the *Declaration of Jung W. Song on Behalf of Donlin, Recano & Company, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and its Affiliated Debtors* [Docket No. 798] (the “**Voting Affidavit**”), filed with the Court on December 13, 2013; and upon the *Declaration of Stephen Farber Pursuant to 28 U.S.C. § 1749 in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* [Docket No. ____] (the “**Farber Declaration**”), filed with the Court on December 13, 2012; and upon the *Declaration of Brandon Aebersold of Lazard Frères & Company LLC in Support of Confirmation of Plan of Reorganization* [Docket No. ____] (the “**Aebersold Declaration**,” and together with the Farber Declaration, the “**Declarations**”); and upon the *Debtors’ Memorandum of Law in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* [Docket No. ____] (the “**Confirmation Memorandum**”), filed with the Court on December 13, 2013; and the objections to confirmation of the Plan (the “**Objections**”)² having been resolved

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The Objections include: (a) Lisa McCall-Stowers, individually and as guardian of Rhonda McCall, incompetent, and as guardian and next friend of D.M., a minor, Roger W. McCall, Sr., Wilma McCall and Roger W. McCall, Jr. [Docket No. 613]; (b) Hubert Kelso and Sharyel Graul, Individually and as Personal Resentative of Marie Kelso, Ruth Blevins and the estate of Teddy Blevins, Carol DeWitt and the Estate of Richard DeWitt [Docket No. 721]; (c) Martha Ann Carey, Individually and On Behalf of the Statutory Beneficiaries of David Carey [Docket No. 726]; (d) Town of Florence [Docket No. 732]; (e) BMO Harris Bank N.A. [Docket Nos. 734 and 777]; (f) United Emergency Medical Professionals of Arizona, Local I-60, IAFF [Docket No. 738]; (g) Business & Decision North America (PA), Inc. [Docket No. 740]; (h) Robert E. Ramsey [Docket No. 741]; (i) Emerg E Data [Docket No. 742]; (j) CIT Finance LLC [Docket No. 744]; (k) Internal Revenue Service [Docket No. 745]; (l) Aaron and Stephanie Miller, Individually and on Behalf of the Estate of A.M., a Minor [Docket No. 746]; (m) Stephanie Nelson [Docket No. 747]; (n) City of Scottsdale, Arizona [Docket No. 748]; (o) Ricoh USA [Docket No. 749]; (p) Bradshaw Consulting, Inc. [Docket No. 750]; (q) GF PIMA Owner 7, LLC [Docket No. 751]; (r) Commonwealth of Pennsylvania Department of Revenue [Docket No. 763]; (s) First California Investments [Docket No. 764]; (t) Brian

and/or overruled by the Court pursuant to this Order; and a hearing having been held on December 17, 2013 (the “**Confirmation Hearing**”); and upon the evidence adduced and proffered and the arguments of counsel made at the Confirmation Hearing; and the Court having reviewed all documents in connection with confirmation and having heard all parties desiring to be heard; and upon the record of these cases (the “**Reorganization Cases**”); and after due deliberation and consideration of all of the foregoing; and sufficient cause appearing therefor;

IT IS HEREBY FOUND THAT:

FINDINGS AND CONCLUSIONS

A. The findings set forth herein and in the record of the Confirmation Hearing constitute this Court’s findings of fact pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such.

CAPITALIZED TERMS

B. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

JURISDICTION AND VENUE

C. The Court has jurisdiction over this matter and these Reorganization Cases pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C.

(continued...)

Kates, Ray Iskandler and Danny Sleiman [Docket No. 771]; (u) Luge & Sons Development, Inc. [Docket No. 778]; and (v) Commerce SWA, L.L.C. [Docket No. 788].

§ 157(b), and this Court has exclusive jurisdiction to determine whether the Plan should be confirmed under the applicable provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

BURDEN OF PROOF

E. The Debtors have the burden of proving the elements of section 1129(a) of the Bankruptcy Code by a preponderance of the evidence. As set forth below, the Debtors have met that burden.

VOTING

F. As evidenced by the Voting Affidavit, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) and applicable non-bankruptcy law. As evidenced by the Voting Affidavit, pursuant to sections 1124 and 1126 of the Bankruptcy Code, each of the Classes entitled to vote on the Plan has voted to accept the Plan.

FILING OF PLAN

G. On November 5, 2013, the Debtors filed the Plan and Disclosure Statement. On December 2, 2013, the Debtors filed the Plan Supplement, and on December 13, 2013 the Debtors filed an amendment to the Plan Supplement. The Plan Documents and all materials included in the Plan Supplement comply with the terms of the Plan and the filing and notice of such documents is good and proper and in accordance with Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and no other or further notice is or shall be required.

SOLICITATION OF VOTES ON THE PLAN

H. The Plan, Disclosure Statement, Disclosure Statement Order, Ballots, the

Notice of (I) Approval of Disclosure Statement, (II) Establishment of Record Dates, (III) Hearing on Confirmation of the Plan and Procedures for Objecting to Confirmation of the Plan, and (IV) Procedures and Deadline for Voting on the Plan (the “**Confirmation Hearing Notice**”), and the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Filing of Cure Amounts, and (III) Deadline to Object Thereto* (the “**Cure Notice**”), were transmitted and served in compliance with the Bankruptcy Rules and the Local Rules.

I. The forms of Ballots adequately address the needs of the Reorganization Cases and are appropriate for holders of claims in Class 2 (Secured Lender Claims), Class 4 (Noteholder Claims), and Class 5 (Other Unsecured Claims) – the Classes of Claims entitled to vote to accept or reject the Plan (the “**Voting Classes**”). The period during which the Debtors solicited acceptances of the Plan was a reasonable period of time for holders of Claims in the Voting Classes to make an informed decision to accept or reject the Plan.

J. The Debtors were not required to solicit votes from holders of Claims in Class 1 (Priority Non-Tax Claims) or Class 3 (Other Secured Claims) as each of these Classes is unimpaired under the Plan and thus, deemed to accept the Plan. The Debtors were not required to solicit votes from holders of Claims or Interests in Class 6 (Existing Securities Laws Claims) or Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof) as such Classes will not receive any property, interest in property or other distribution under the Plan and thus, are deemed to reject the Plan.

K. As described in and as evidenced by the Voting Affidavit, the transmittal and service of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Ballots, the Confirmation Hearing Notice and Cure Notice (all of the foregoing, the “**Solicitation**”) was timely, adequate and sufficient under the circumstances. The Solicitation of acceptances of the Plan complied with the procedures set forth in the Disclosure Statement Order, was appropriate

based upon the circumstances of the Debtors, was conducted in good faith, and was in compliance with the provisions of the Disclosure Statement, the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws and regulations.

L. The Debtors, the Reorganized Debtors, and the Creditors' Committee (with respect to subsection (i) in this paragraph) and their respective successors, predecessors, control persons, members, officers, directors, employees and agents and their respective attorneys, financial advisors, investment bankers, accountants and other professionals retained by such persons, to the extent applicable, (i) have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale or purchase of any securities under the Plan and therefore, are not, on account of such Solicitation or participation 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 the Plan or the offer, issuance, sale or purchase of securities under the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the exculpation provisions set forth in Article XII of the Plan. For the avoidance of doubt, the letter from the Creditors' Committee to unsecured creditors dated as of November 1, 2013 was in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the

Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure.

NOTICE

M. As evidenced by the Voting Affidavit, all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, timely and adequate notice in accordance with the Disclosure Statement Order, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. Further, as evidenced by the *Certification of Publication of Alice Weber in the New York Times Regarding Notice of (I) Approval of Disclosure Statement, (II) Establishment of Record Dates, (III) Hearing on Confirmation of the Plan and Procedures for Objection to Confirmation of the Plan, and (IV) Procedures and Deadline for Voting on the Plan*, dated November 11, 2013 [Docket No. 618], the Debtors published notice of the Confirmation Hearing in the *New York Times* on November 7, 2013. No further or other notice, solicitation, or re-solicitation is required.

CURE NOTICE

N. As required by the Disclosure Statement Order, the Debtors, through Donlin, Recano & Company, Inc., their Claims and Solicitation agent, on November 27, 2013, mailed the Cure Notice [Docket No. 702] on the non-Debtor counterparties to the Assumed Executory Contracts and Unexpired Leases. The Debtors filed their amended Cure Notices on December 6, 2013 [Docket No. 735], December 10, 2013 [Docket No. 769] and December 11, 2013 [Docket No. 790]. Affidavits of service confirming mailing of the Cure Notice were filed with the Court on December 9, 2013 [Docket Nos. 754, 755 and 756], December 10, 2013 [Docket No. 77] and December 13, 2013 [Docket Nos. 800, 802 and 803]. Unless otherwise

agreed to with a non-Debtor counterparty or set forth herein, the cure costs set forth in each individualized Cure Notice is deemed to be the only amount necessary to “cure” (within the meaning of section 365(b)(1) of the Bankruptcy Code) all “defaults” (within the meaning of section 365(b) of the Bankruptcy Code) under the Assumed Executory Contracts and Unexpired Leases, to the extent required by section 365 of the Bankruptcy Code. For the avoidance of doubt, the Debtors shall pay all amounts that become due under the Assumed Executory Contracts between the Confirmation Date and the Effective Date in the ordinary course.

MODIFICATIONS TO THE PLAN

O. Modifications made to the Plan since the Solicitation, including the modifications contained in the version of the Plan attached hereto as Exhibit 1, comply in all respects with sections 1122 and 1123 of the Bankruptcy Code, as required under section 1127 of the Bankruptcy Code and Bankruptcy Rule 2019. The filing of the modified Plan with the Court and the disclosure of the Plan modifications on the record at the Confirmation Hearing constitutes due and sufficient notice of such modifications, and the Court hereby finds that such modifications are non-material and do not require the re-solicitation of any Class.

**THE PLAN COMPLIES WITH THE STANDARDS FOR
CONFIRMATION UNDER SECTION 1129 OF THE BANKRUPTCY CODE**

P. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code. Among other things:

1. In accordance with section 1122(a) of the Bankruptcy Code, Article IV of the Plan classifies each Claim against and Interest in the Debtors into a Class containing only substantially similar Claims or Interests;
2. In accordance with section 1123(a)(1) of the Bankruptcy Code, Article IV of the Plan properly classifies all Claims and Interests that require classification;

3. In accordance with section 1123(a)(2) of the Bankruptcy Code, Article IV of the Plan properly specifies each Class of Claims or Interests that is not impaired under the Plan;
4. In accordance with section 1123(a)(3) of the Bankruptcy Code, Article V of the Plan properly specifies the treatment of each Class of Claims or Interests that is impaired under the Plan;
5. In accordance with section 1123(a)(4) of the Bankruptcy Code, the Plan provides the same treatment for each Claim or Interest of a particular Class unless the holder of such a Claim or Interest agrees to less favorable treatment;
6. In accordance with section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate means for its implementation, including, without limitation, the provisions regarding the Restructuring Transaction and the post-Effective Date corporate management, governance and actions set forth in Article VII of the Plan;
7. In accordance with section 1123(a)(6) of the Bankruptcy Code, Section 7.3 of the Plan provides that the certificate of incorporation or operating agreement, as applicable, of each Reorganized Debtor shall prohibit the issuance of non-voting stock;
8. In accordance with section 1123(a)(7) of the Bankruptcy Code, the provisions of the Plan and the Reorganized Debtors' amended certificates of incorporation, bylaws or operating agreements, as applicable, regarding the manner of selection of officers and directors of the Reorganized Debtors, including, without limitation, the provisions of Section 7.8 of the Plan, are consistent with the interests of creditors and equity security holders and with public policy;
9. In accordance with section 1123(b)(1) of the Bankruptcy Code, Article IV and Article V of the Plan impair or leave unimpaired, as the case may be, each Class of Claims and Interests;
10. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article X of the Plan provides for the assumption, assumption and assignment, or rejection of the Debtors' executory contracts and unexpired leases that have not been previously assumed, assumed and assigned or rejected pursuant to section 365 of the Bankruptcy Code and orders of the Court;
11. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, the settlements and compromises under the Plan of, among other things, causes of action subject to the releases and exculpations provided in Article XII of the Plan, are a valid exercise of the

Debtors' business judgment, are fair, reasonable and in the best interests of the Debtors' estates;

12. In accordance with section 1123(b)(3)(B) of the Bankruptcy Code, Section 12.2 of the Plan provides that, except as otherwise provided in the Plan (including, but not limited to, Sections 7.16 and 12.8 of the Plan), on the Effective Date all property comprising the Estates (including, subject to any releases provided for in the Plan, any claim, right or cause of action which may be asserted by or on behalf of the Debtors) shall be vested in the Reorganized Debtors;
13. In accordance with section 1123(b)(5) of the Bankruptcy Code, Articles IV and V of the Plan modify or leave unaffected, as the case may be, the rights of holders of Claims in each Class of Claims;
14. In accordance with section 1123(b)(6) of the Bankruptcy Code, the other provisions of the Plan are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code; and
15. In accordance with section 1123(d) of the Bankruptcy Code, Section 10.3 of the Plan provides for the satisfaction of Cure Amounts associated with each executory contract and unexpired lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. Cure Amounts were determined in accordance with the underlying agreements and applicable law.

Q. Section 1129(a)(2). The Debtors have complied with all applicable provisions of the Bankruptcy Code with respect to the Plan and the solicitation of acceptances or rejections thereof. In particular, the Plan complies with the requirements of sections 1125 and 1126 of the Bankruptcy Code as follows:

1. The Debtors have complied with the applicable provisions of the Bankruptcy Code except as otherwise provided or permitted by orders of the Court;
2. In transmitting the Plan, the Disclosure Statement, the Disclosure Statement Order, the Ballots, and related documents and notices in soliciting and tabulating the votes on the Plan, the Debtors have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Local

Rules, applicable non-bankruptcy law, and the Disclosure Statement Order;

3. Claims in Classes 1 and 3 under the Plan are unimpaired, and such Classes are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.
4. The Plan was voted on by Classes 2, 4 and 5, as such Classes are the only impaired Classes of Claims and Interests that are receiving distributions under the Plan and, consequently, were entitled to vote on the Plan pursuant to the Bankruptcy Code and the Bankruptcy Rules.
5. The Debtors have made a final determination of the validity of, and tabulation with respect to, all acceptances and rejections of the Plan by holders of Claims entitled to vote on the Plan, including the amount and number of accepting and rejecting Claims in Classes 2, 4 and 5 under the Plan.
6. Class 2 has accepted the Plan by at least two-thirds in amount and a majority in number of the Claims in such Class 2 actually voting.
7. Class 4 has accepted the Plan by at least two-thirds in amount and a majority in number of the Claims in such Class 4 actually voting.
8. Class 5 has accepted the Plan by at least two-thirds in amount and a majority in number of the Claims in such Class 5 actually voting.

R. Section 1129(a)(3). The Plan has been proposed in good faith and not by any means forbidden by law. In so finding, the Court has considered the totality of the circumstances in these Reorganization Cases. The Plan is the result of extensive, good faith, arm's-length negotiations among the Debtors and certain of their principal constituencies (including the Administrative Agents, the DIP Lenders, Consenting Lenders, Consenting Noteholders, the Creditors' Committee and each of their representatives), reflects input from principal constituencies having an interest in these cases, and achieves the goal of consensual reorganization embodied by the Bankruptcy Code. The Plan was proposed by the Debtors with the legitimate and honest purpose of maximizing the value of the Debtors' estates and allows creditors to realize the highest possible recoveries under the circumstances.

S. Section 1129(a)(4). Other than payments that have been (or subsequently are) otherwise authorized by order of the Court, any payment for services or costs and expenses in or in connection with these cases, or in connection with the Plan and incident to these cases, has been approved by, or is subject to the approval of, the court as reasonable. Pursuant to Section 3.3 of the Plan, professionals holding Fee Claims are required to file their final fee applications with the Court no later than thirty (30) days after the Effective Date, and except as otherwise provided in the Plan with respect to the Fee Auditor, all payments to be made to Professional Persons or other entities asserting Fee Claims for services rendered before the Effective Date will be subject to review and approval by this Court. The Plan therefore satisfies section 1129(a)(4) of the Bankruptcy Code.

T. Section 1129(a)(5). The identities and affiliations of the directors and officers of each of the Reorganized Debtors, and the identity and the nature of compensation of insiders that will be employed or retained by the Reorganized Debtors, have been disclosed in the Plan Supplement filed with the Court on December 2, 2013 as amended December 13, 2013. The appointments to, or continuance in, such offices by the proposed directors and officers is consistent with the interests of holders of Claims and Interests and with public policy.

U. Section 1129(a)(6). The Plan does not provide for any changes in rates that require regulatory approval of any governmental agency. Thus, section 1129(a)(6) is not applicable to the Plan.

V. Section 1129(a)(7). Each holder of an impaired Claim or Interest in each impaired Class of Claims or Interests that has not accepted the Plan will, on account of such Claim or Interest, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would have received or retained if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

W. Section 1129(a)(8). The Plan has not been accepted by all impaired Classes of Claims and Interests because, pursuant to section 1126(g) of the Bankruptcy Code, the holders of Claims and Interests in Classes 6 and 7 are deemed to have rejected the Plan. Nevertheless, the Plan is confirmable under section 1129(b) of the Bankruptcy Code with respect to such non-accepting Classes of Claims and Interests.

X. Section 1129(a)(9). Except to the extent that the holder of a particular Claim has agreed to different treatment, the Plan provides treatment for Administrative Expense Claims, Priority Tax Claims, Fee Claims and Priority Non-Tax Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

Y. Section 1129(a)(10). At least one impaired Class of Claims has accepted the Plan, determined without including any acceptances of the Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

Z. Section 1129(a)(11). The Debtors' projections of the capitalization and financial information of the Reorganized Debtors as of the Effective Date are reasonable and made in good faith, and confirmation of the Plan is not likely to be followed by the liquidation or the need for the further financial reorganization of the Debtors.

AA. Section 1129(a)(12). The Plan provides that 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 the Effective Date or as soon as practicable thereafter, and amounts due thereafter shall be paid by each of the applicable Reorganized Debtors in the ordinary course until the earlier of the entry of a final decree closing the applicable Reorganization Case or a Bankruptcy Court order converting or dismissing the applicable Reorganization Case.

BB. Section 1129(a)(13). Pursuant to Section 13.2 of the Plan, on and after the Effective Date, in accordance with section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning 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.

CC. Section 1129(b). The Plan does not “discriminate unfairly” and is “fair and equitable” with respect to Classes 6 and 7, which Classes are impaired and deemed to reject the Plan. The Plan does not discriminate unfairly with respect to such Classes because no similarly situated holders of Claims or Interests are receiving a recovery under the Plan. The Plan is “fair and equitable” with respect to such Classes because (i) no holders of Claims or Interests junior to the Claims and Interests in such Classes will receive or retain property under the Plan on account of such Claims or Interests, and (ii) no senior Class will receive a recovery in excess of 100%.

DD. Section 1129(c). The Plan is the only plan that has been filed in these cases that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

EE. Section 1129(d). No party in interest, including, but not limited to, any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code), has requested that the Court deny confirmation of the Plan on grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

FF. Satisfaction of Confirmation Requirements. Based on the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

**DISCHARGE, INDEMNIFICATION,
INJUNCTIONS, RELEASES AND EXCULPATION**

GG. The indemnification, injunction, discharge, release and exculpation provisions set forth in the Plan constitute good-faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and: (i) are in the best interests of the Debtors, their Estates and holders of Claims and Interests; (ii) are fair, equitable and reasonable; and (iii) are integral elements of the restructuring and resolution of the Reorganization Cases in accordance with the Plan. The failure to effect the indemnification, injunction, discharge, exculpation and release provisions described in the Plan would seriously impair the Debtors' ability to confirm the Plan. Each of the discharge, release, indemnification, injunction and exculpation provisions set forth in the Plan:

- (i) is within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), (b) and (d);
- (ii) is an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code;
- (iii) is an integral element of the settlements and transactions incorporated into the Plan;
- (iv) confers material benefit on, and is in the best interests of, the Debtors, their estates and the holders of Claims and Interests;
- (v) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Reorganization Cases with respect to the Debtors, their organization, capitalization, operation and reorganization; and
- (vi) is consistent with sections 105, 1123 and 1129 of the Bankruptcy Code and applicable law.

SUBSTANTIVE CONSOLIDATION

HH. Based on the information contained in the Disclosure Statement, the

Declarations, and the Confirmation Memorandum, as well as the evidence proffered at the Confirmation Hearing, and the fact that no party has contested such substantive consolidation, the Debtors have satisfied their burden of demonstrating that substantive consolidation of the Debtors' Estates for purposes of voting, confirmation and distributions to the extent set forth in Section 2.2 of the Plan is warranted and appropriate under the standard set forth in In re Owens Corning, 419 F.3d 195 (3d Cir. 2005), amended by 2005 U.S. App. LEXIS 18043 (Aug. 23, 2005), and will streamline the claim adjudication and distribution process, without causing any harm to any creditors and, accordingly, is approved.

IMPLEMENTATION

II. All documents necessary to implement the Plan, including the Plan Documents and those contained or contemplated in the Restructuring Support Agreement and the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, enforceable agreements and not be in conflict with any federal or state law.

GOOD FAITH

JJ. The Debtors, the Reorganized Debtors and all of their respective officers, directors, agents, financial advisors, attorneys, employees, equity holders, members, affiliates and representatives will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby, and (ii) take any action authorized or directed by this Order.

RETENTION OF JURISDICTION

KK. Notwithstanding the entry of this Order or the occurrence of the Effective Date, the Court shall retain jurisdiction over the Reorganization Cases and any of the proceedings arising therefrom, or related to, the Reorganization Cases pursuant to section 1142

of the Bankruptcy Code and 28 U.S.C. § 1334 to the fullest extent permitted by the Bankruptcy Code and applicable law, including, without limitation, such jurisdiction as is necessary to ensure that the purpose and intent of the Plan are carried out, including the matters set forth in Section 13.1 of the Plan and section 1142 of the Bankruptcy Code.

CONDITIONS PRECEDENT

LL. Each of the conditions precedent to the entry of this Order has been satisfied in accordance with Section 11.1 of the Plan or properly waived in accordance with Section 11.3 of the Plan.

MM. The Plan, and all transactions contemplated thereby, complies with all applicable law.

Accordingly, it is hereby

ORDERED, ADJUDGED AND DECREED, that:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.

2. Notice of the Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Order, was appropriate and sufficient based upon the circumstances of the Reorganization Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

3. Solicitation. The solicitation of votes on the Plan was appropriate and sufficient based upon the circumstances of the Reorganization Cases, and was in compliance with the provisions of the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

4. Confirmation of the Plan. The Plan and each of its provisions (whether or not specifically described herein) are CONFIRMED, pursuant to section 1129 of the Bankruptcy Code and the Debtors, together with the Disbursing Agent and any other party required to make Plan Distributions pursuant to the Plan, are authorized to implement the Plan in accordance with its terms. The documents contained in or contemplated by the Plan Supplement and the Plan are authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Order. For the avoidance of doubt, as of the Effective Date, the Plan Documents (i) shall be deemed effective in accordance with their terms, (ii) are incorporated by reference into and are an integral part of this Order, and (iii) are authorized and approved.

5. The Litigation Trustee; the Creditor Representative; and the Estate Accounting-Related Causes of Action Trust. Without limiting the generality of the foregoing paragraph 4, as of the Effective Date: (a) the Litigation Trust Agreement, the Creditor Representative Plan Supplement, and the Cooperation Agreement, and (b) the liquidating trust filed with the amendment to the Plan Supplement (the “**Estate Accounting-Related Causes of Action Trust**,” which, for the avoidance of doubt, is deemed to be included in the definition of “Plan Documents” in the Plan), in each case, shall be deemed effective in accordance with their terms. The appointment or selection of Persons identified in the Litigation Trust Agreement, the Creditor Representative Plan Supplement, and the Estate Accounting-Related Causes of Action Trust, respectively, including, without limitation, the Litigation Trustee, the Creditor Representative, and Claims Counsel, as well as the “Trustee” (as defined in the Estate Accounting-Related Causes of Action Trust, is in the best interests of the Debtors and their Estates and creditors and hereby is approved in all respects.

6. Objections. Any Objections or responses to confirmation of the Plan and any reservation of rights that (a) have not been withdrawn, waived, settled or adjourned prior to the entry of this Order, or (b) are not cured by the relief granted herein, are hereby OVERRULED in their entirety and on their merits, and all withdrawn objections, responses or reservations are hereby deemed withdrawn with prejudice.

7. Approval of Releases, Injunctions and Exculpations. All release, injunction and exculpation provisions embodied in the Plan are approved in their entirety, are so ordered and shall be immediately effective and binding (subject to the occurrence of the Effective Date) to the extent provided therein without further order or action on the part of the Court, any of the parties to such releases or any other party; 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, the Plan Documents, and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan, including but not limited to the right to prosecute Causes of Action against any parties that are subject of any Potential Action Notice (subject to the terms of, and as is more fully set forth in, the Plan). 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 the Plan is hereby permanently enjoined.

8. Approval of Settlements. The settlement and compromise of certain disputes embodied in the treatment of Claims against and Interests in the Debtors under Section 2.1 of the Plan is fair and equitable and in the best interests of the Debtors and creditors in accordance with Bankruptcy Rule 9019.

9. Corporate Actions and Implementation of the Plan.

- a. On the Effective Date, all actions contemplated by the Plan, the Plan Documents, and the Plan Supplement shall be deemed authorized, approved and, to the extent taken prior to the Effective Date, ratified in all respects (subject to the provisions of the Plan), including, without limitation, all of the transactions contemplated by Article VII of the Plan. Each of the matters provided for under the Plan involving the corporate structure of any Debtor or any Reorganized Debtor and any other transaction reasonably necessary to facilitate the consummation of the Plan shall be deemed to have occurred and shall be in effect pursuant to the Bankruptcy Code, and shall be authorized, approved and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by the shareholders or directors of any of the Debtors or Reorganized Debtors pursuant to section 303 of the Delaware General Corporation Law and any comparable provisions of the business corporation or similar law of any other state (collectively, the “**Reorganization Effectuation Statutes**”), as applicable, and section 1142(b) of the Bankruptcy Code.
- b. On the Effective Date, pursuant to section 1142 of the Bankruptcy Code and the Reorganization Effectuation Statutes, but subject to the fulfillment or waiver of all conditions precedent listed in Section 11.2 of the Plan, without further action by the Court or the stockholders, managers or directors of any Debtor or Reorganized Debtor, the Debtors, the Reorganized Debtors, the Disbursing Agent and any other party required to make Plan Distributions pursuant to the Plan, are authorized and empowered to: (i) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Order or the transactions contemplated thereby or hereby, whether or not specifically referred to herein or therein, including, without limitation, those transactions identified in Article VII of the Plan and the payment of any taxes owing in respect of distributions under the Plan; and (ii) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, releases, agreements and documents necessary to implement, effectuate and consummate the Plan, including the Plan Documents and other documents contained in the Plan Supplement.
- c. Without limiting the generality of the foregoing, on the Effective Date, without further action by the Court or the stockholders, managers or directors of any Debtor or Reorganized Debtor, Reorganized RMC, shall be, and hereby is, authorized to enter into the Stockholders Agreement and to perform its obligations thereunder, and the terms of such agreement are hereby approved. In addition, upon receipt of its Pro Rata Share of New Common

Stock or 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 holder of an Allowed Unsecured Claim that receives New Common Stock and each Rights Offering Purchaser, respectively, shall be deemed to have executed the Stockholders Agreement.

- d. Without limiting the generality of the foregoing, on the Effective Date, without any further action by the Court or the directors, officers or stockholders of any Reorganized Debtor, each Reorganized Debtor shall be, and hereby is, authorized to enter into the Amended and Restated Secured Credit Agreement and the Exit LC Facility and to perform its obligations thereunder and the terms of such agreements are hereby approved. In addition, on the Effective Date, without any further action by the Court or the directors, officers or stockholders of any Reorganized Debtor, each Reorganized Debtor that becomes a party thereto, as guarantor, shall be, and hereby is, authorized to enter into the guarantee and security agreements with respect to the Amended and Restated Secured Credit Agreement and the Exit LC Facility (the **“Guarantee and Collateral Agreements”**).
- e. To the extent that, under applicable non-bankruptcy law, any of the actions necessary or appropriate to implement, effectuate and consummate the Plan, this Order or the transactions contemplated hereby or thereby would otherwise require the consent or approval of the stockholders or directors of any of the Debtors or Reorganized Debtors, this Order shall, pursuant to section 1142 of the Bankruptcy Code and the Reorganization Effectuation Statutes, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the directors and stockholders of the appropriate Debtors or Reorganized Debtors.
- f. The consummation of the Plan, including the assumption of any executory contract or unexpired lease by the Reorganized Debtors, shall not constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, executory contract or unexpired lease or contract, lease or agreement in existence on the Effective Date to which any Debtor is a party.
- g. From and after the Effective Date, the Reorganized Debtors shall be entitled, and be authorized without any further documentation or any action of any Person, to take such actions as they may deem necessary or advisable to close the Reorganization Cases.

10. New Board. The appointment of the initial board of Reorganized RMC (the "New Board") as set forth in the Plan Supplement is hereby approved. Following the Effective Date, the New Board shall be elected in accordance with the Stockholders Agreement and other applicable corporate governance documents. The New Board is authorized to serve, is duly qualified and shall be empowered to act as permitted by applicable non-bankruptcy law on the Effective Date.

11. Binding Effect. In accordance with section 1141(a) of the Bankruptcy Code, and notwithstanding any otherwise applicable law, upon the occurrence of the Effective Date, the terms of the Plan and this Order shall be binding upon, and inure to the benefit of, the Debtors, all holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan), any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in the Reorganization Cases, and the respective heirs, successors, assigns, trustees, subsidiaries, affiliates, officers, directors, agents, employees, representatives, attorneys, beneficiaries, guardians, and similar officers of any of the foregoing, or any person claiming through or in the right of any such person or entity.

12. Restructuring Transactions. On the Effective Date, the transfer of assets by any Debtor contemplated by the Plan (including, without limitation, the Restructuring Transaction contemplated by Article VII of the Plan) (i) are or will be legal, valid and effective transfers of property, (ii) vest or will vest in the transferee good title to such property free and clear of all Claims and Interests and Liens, except for those provided for in the Plan or this Order, (iii) do not or will not constitute fraudulent conveyances under any applicable law, and (iv) do not and will not subject any of the Debtors, any of the Reorganized Debtors or property

so transferred to any liability by reason of such transfer under applicable law or any theory of law including, without limitation, any theory of successor or transfer liability.

13. Vesting of Assets. Except (a) for Estate Accounting-Related Causes of Action, which will vest in the Estate Accounting-Related Causes of Action Trust, and (b) as otherwise provided in the Plan (including, without limitation, section 7.16 of the Plan) or this Order, on the Effective Date, pursuant to section 1141 of the Bankruptcy Code, without any further action, the property of Debtors' Estates, including all Causes of Action, shall be revested in the Reorganized Debtors, as applicable.

14. Preservation of Causes of Action. The Reorganized Debtors shall retain all Causes of Action, other than (a) Estate Accounting-Related Causes of Action and (b) as expressly provided in the Plan (including, without limitation, section 7.16 of the Plan). Except as expressly provided in the Plan or this Order, nothing contained in the Plan or this Order shall be deemed a waiver or relinquishment of any Claim, Causes of Action, right of setoff, or other legal or equitable defense that the Debtors had immediately prior to the Petition Date, and any such Claims, Causes of Action, rights of setoff, or other legal or equitable defenses shall be reserved by the Reorganized Debtors.

15. Approval of Discharge of Claims and Termination of Interests. The discharge provisions embodied in the Plan are approved and shall be immediately effective on the Effective Date without further order or action on the part of the Court or any other party. Except as otherwise provided in the Plan or this Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of this 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 this Order. This discharge shall be effective as to each Claim, regardless of whether a proof of claim therefor was

filed, whether the Claim is or becomes an Allowed Claim or whether the holder thereof voted 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.

16. Disputed Claims Entitled to Other Unsecured Cash. In accordance with and without limiting section 9.2 of the Plan, with respect to holders of Disputed Claims that may be entitled to a distribution of Other Unsecured Cash, on the Effective Date, the Reorganized Debtors shall set aside the maximum potential amount of the Other Unsecured Cash (i.e., \$5 million) in a segregated account held in trust for the benefit of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash, which shall be free and clear of any and all liens, claims, pledges, charges, or encumbrances, including any liens securing the exit facilities, and not subject in any way to attachment, seizure or setoff; provided, however, to the extent and at such time as Allowed Other Unsecured Claims that elected to receive Other Unsecured Cash, plus non-contingent, contingent, and/or liquidated Disputed Other Unsecured Claims (including any liquidated portions of unliquidated Disputed Other Unsecured Claims as may be reasonably determined by the Reorganized Debtors, in consultation with the Creditor Representative, in accordance with the Claims resolution process set forth in the Plan) that elected to receive Other Unsecured Cash, is less than \$40 million, then, at such time (which time shall be no earlier than 185 days after the Commencement Date), any amount in the segregated account reserved to make payments on account of Allowed Other Unsecured Claims in excess of Other Unsecured Cash shall become the sole and exclusive property of the Reorganized Debtors. Nothing herein or in the Plan shall prejudice the Debtors' or Reorganized Debtors' ability to file a motion to

effectuate interim distributions under the Plan. Nothing shall require the Debtors or Reorganized Debtors, as applicable, to reserve Cash or New Common Stock in the manner described herein or in the Plan to the extent a subsequent Order of the Court orders otherwise.

17. Cancellation of Liens. Except with respect to Class 2 Claims, upon the treatment or other satisfaction of any Secured Claims in accordance with the Plan, the Liens securing such Secured Claim shall be deemed released, terminated or extinguished, in each case, in accordance with the Plan (including, without limitation, section 12.3(c) of the Plan) and without further notice or order of the Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

18. Survival of Corporate Indemnities. Subject to Section 12.4 of the Plan, all claims for indemnification described in Section 12.4 of the Plan shall (a) survive confirmation of the Plan and the Effective Date unaffected, and (b) become obligations of the Reorganized Debtors.

19. Exemptions 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.

20. 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 any 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 or security interest pursuant to the terms of the Plan, the Amended and Restated Secured Credit Agreement, the Backstop Term Loan, the Exit LC Facility 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.

21. Assumption and Assignment and Rejection of Contracts and Leases. As set forth in Article X of the Plan, 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 Court; (b) are designated specifically as an executory contract or unexpired lease to be rejected on the Schedule of Rejected Contracts and Leases; 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 this Order by the 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 the Plan 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. Notwithstanding anything herein or in the Plan to the contrary, insurance policies of the Debtors shall not be deemed to be executory contracts and, except as expressly provided in Section 10.6 of the Plan, such policies of

insurance shall not be deemed assumed by the Reorganized Debtors. The inclusion of any agreement in the Schedule of Assumed Executory Contracts and Unexpired Leases or in the Schedule of Rejected Contracts and Leases shall not constitute or be deemed to be a determination or admission by the Debtors that such agreement is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved). In addition, notwithstanding anything to the contrary herein or in the Plan, no engagement letter or other agreement related to the provision of legal, financial, consulting, accounting or other professional services to the Debtors prior to the Commencement Date, to the extent any of the foregoing constitute executory contracts, shall be deemed assumed by the Reorganized Debtors. In the event that no Cure Objection is timely filed with respect to an Assumed Executory Contract or Unexpired Lease to be assumed under the Plan, the counterparty to such Assumed Executory Contract or Unexpired Lease shall be deemed to have consented to the assumption of such executory contract or unexpired 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 executory contract or unexpired 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.

22. Conditions to Effective Date. The Plan shall not become effective unless the conditions set forth in Section 11.2 of the Plan have been satisfied or waived pursuant to Section 11.3 of the Plan.

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

- a. a Fee Claim;
- b. an Administrative Expense Claim arising under the DIP Order;
- c. an Administrative Expense Claim that has been Allowed on or before the Effective Date;
- d. a trade claim for an expense or liability incurred and payable in the ordinary course of business by a Debtor after the Commencement Date;
- e. 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;
- f. 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;
- g. 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;
- h. a Notes Trustee Fee Claim;
- i. a Committee Member Expense Claim; and
- j. a claim for U.S. Trustee Fees,

must file with the Court and serve on the Debtors or the Reorganized Debtors, as applicable, the Claims Agent, the Creditors' Committee or the Creditor Representative, as applicable, and the Office of the United States Trustee, proof of such Administrative Expense Claim **within thirty (30) days after the Effective Date** (the "**Administrative Claims 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. The notice of confirmation of the Plan to be delivered pursuant to Bankruptcy Rules 3020(c) and 2002(f) will set forth the Administrative Claims Bar Date and constitute good and sufficient notice of the Administrative Claims Bar Date.

24. Fee Claims. Any Professional Person seeking allowance by the Court of a Fee Claim shall file and serve its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date no later than thirty (30) days after the Effective Date on the following parties: (i) the Debtors, Rural/Metro Corporation, 9221 E. Via de Ventura, Scottsdale, AZ 85258 (Attn: Scott Bartos); (ii) co-counsel to the Debtors: (a) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019-6099 (Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq.), and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Edmon L. Morton, Esq. and Maris J. Kandestin, Esq.); (iii) the Office of the United States Trustee, 844 King St., Suite 2207, Wilmington, DE 19801 (Attn: Mark Kenney, Esq.); (iv) counsel to the Consenting Noteholders, Latham & Watkins LLP, Sears Tower, Suite 5800, 233 S. Wacker Drive, Chicago, IL 60606 (Attn: David Heller, Esq. and Josef Athanas, Esq.); (v) counsel to the Consenting Lenders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 (Attn: David M. Feldman, Esq. and Matthew Kelsey, Esq.); and (vi) counsel to the Creditors' Committee, Brown Rudnick LLP, One Financial Center, Boston, MA

02111 (Attn: Steven D. Pohl, Esq.) (each a “**Notice Party**” and collectively, the “**Notice Parties**”). Failure to file and serve such Fee Claim timely and properly shall result in the Fee Claim being forever barred and discharged in these Reorganization Cases. The final fee applications shall comply with the Bankruptcy Code, the Bankruptcy Rules, applicable Third Circuit law and the Local Rules of the Court. Objections to Fee Claims, if any, must be filed and served on the Notice Parties no later than fifty-one (51) days after the Effective Date or such other date as established by the Court. A Fee Claim shall be Allowed to the extent provided by a Final Order of the Bankruptcy Court. A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to this paragraph 22 shall be payable in Cash from the funds held in the Fee Claim Reserve Account by the Reorganized Debtors to the extent approved by a Final Order of the Bankruptcy Court and the holder of such Allowed Fee Claim shall receive such payment on or before the second Business Day after such Fee Claim becomes an Allowed Fee Claim. 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 reasonable 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. If a holder of a Fee Claim does not provide a reasonable estimate, the Debtors may estimate the Fee Claims of such Professional Person that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application. The aggregate amount of Fee Claims of Professional Persons (i) incurred but unpaid through the Effective Date that have been included in a prior monthly fee statement or interim fee application and (ii) that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application as estimated in accordance with this paragraph 22, shall comprise the Fee Claim Reserve Amount. On the Effective Date, the Debtors shall establish and

fund the Fee Claim Reserve Account with Cash equal to the aggregate Fee Claim Reserve Amount. For the avoidance of doubt, the Fee Claim Reserve Account shall be a segregated account, for the benefit of holders of Allowed Fee Claims, and shall be free and clear of all Claims and Interests including any and all liens, claims, pledges, charges, or encumbrances, including any liens securing the exit facilities, and not subject in any way to attachment, seizure or setoff. To the extent and at such time as all Allowed Fee Claims have been paid in full, any funds remaining in the Fee Claim Reserve Account shall become the sole and exclusive property of the Reorganized Debtors. Notwithstanding anything herein to the contrary, the Fee Auditor shall continue to perform the duties set forth in the Fee Auditor Order until all final fee applications have been approved or denied by the Bankruptcy Court. Following the Effective Date, the Reorganized Debtors shall pay in cash, within thirty (30) days of receipt of an invoice from the Fee Auditor, all actual, reasonable fees and expenses of the Fee Auditor that are incurred after the Effective Date, without the need for any further authorization from the Bankruptcy Court. In the event that the Reorganized Debtors object to payment of such invoice from the Fee Auditor for post-Effective Date fees and expenses, in whole or in part, and the parties cannot resolve such objection after good faith negotiation, the Bankruptcy Court shall retain jurisdiction to make a determination as to the extent to which the invoice shall be paid by the Reorganized Debtors.

25. DIP Claims. 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.

26. Distribution Record Date. The record date for determining the holders of Claims or Interests entitled to receive distributions under the Plan shall be the Confirmation Date. Except as otherwise provided by a Final Order of this Court, the transferees of Claims or Interests that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Confirmation Date will be treated as the holders of those Claims or Interests for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer may not have expired as of the Confirmation Date. The Reorganized Debtors shall have no obligation to recognize any transfer of any Claim or Interest occurring after the Confirmation Date.

27. Compliance With Tax Requirements. In connection with and subject to the Plan and the Plan Documents and all instruments issued in connection therewith and distributions thereon, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions under the Plan shall be subject to any such withholding and reporting requirements.

28. Setoffs and Recoupments. Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, after consultation with the Creditor Representative, 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 and have been asserted in writing against the holder of such Allowed Claim after the Effective Date, provided that any setoff or recoupment against Plan Distributions must be asserted in writing by the Reorganized Debtors prior to the date such Plan Distributions become payable pursuant to the terms of the Plan. In the absence of a written objection by such holder of an Allowed Claim within fifteen (15) days of the delivery of such a writing from a Reorganized Debtor or its

successors, it shall be conclusively presumed that the requirements for disallowance of a Claim under section 502(d) of the Bankruptcy Code or setoff or recoupment under applicable law have been satisfied. If the holder of such Allowed Claim timely responds to the Reorganized Debtors' written assertion that setoff or recoupment against such holder is not appropriate, the party asserting such right must seek an order of the Bankruptcy Court allowing such setoff or recoupment; 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.

29. Stay of Confirmation Order Waived. Notwithstanding the provisions of Federal Rule of Civil Procedure 62, as applicable pursuant to Bankruptcy Rule 7062, and Bankruptcy Rule 3020(e), this Order shall be effective and enforceable immediately upon entry, subject to paragraph [51] of this Order, and the Debtors are authorized to consummate the Plan immediately upon entry of this Order in accordance with the terms and conditions contained therein.

30. Binding Effect of Prior Orders. Pursuant to section 1141 of the Bankruptcy Code, effective as of and subject to the occurrence of the Effective Date, and subject to the terms of the Plan and this Order, all prior orders entered in the Reorganization Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder, and all motions or requests for relief by the Debtors pending before the Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors and their respective successors and assigns.

31. Effectiveness of Plan. The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect, and

enforceability of such provision, and such provision shall have the same validity, binding effect, and enforceability as every other provision of the Plan.

32. Conflicts Between Order and Plan. The provisions of the Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision in this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern.

33. Substantial Consummation. The Plan shall be deemed to be substantially consummated on the Effective Date.

34. Record Closed. The record of the Confirmation Hearing is closed.

35. Postconfirmation Amendment Not Requiring Resolicitation. After the entry of this Order, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (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 this 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 the Plan shall not be considered to be a modification of the Plan.

36. Postconfirmation/Preconsummation Amendment Requiring Resolicitation. After the entry of this Order and before substantial consummation of the Plan, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (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 Bankruptcy 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.

37. Confirmation Notice. Pursuant to Bankruptcy Rule 2002(f)(7) and 3020(c), the Reorganized Debtors are hereby directed to serve a notice of the entry of this Order, the occurrence of the Effective Date, and the Administrative Claims Bar Date, substantially in the form of Exhibit 2 attached hereto (the “Confirmation Notice”), on all parties that received notice of the Confirmation Hearing and all parties who have entered their appearance in these Reorganization Cases and requested notice pursuant to Bankruptcy Rule 2002, no later than five (5) Business Days after the Effective Date; provided, however, that the Reorganized Debtors shall be obligated to serve the Confirmation Notice only on the record holders of Claims or Interests as of the date of this Order to the extent known. The Reorganized Debtors shall publish the Confirmation Notice once in the national edition of either the *New York Times* or *USA Today* no later than fifteen (15) Business Days after the Effective Date. As soon as reasonably practicable after the entry of this Order, the Debtors shall also make copies of this Order and the Confirmation Notice available on their reorganization website at www.donlinrecano.com/rmc.

38. Payment of Statutory Fees. After the Effective Date, all fees payable pursuant to 28 U.S.C. § 1930 shall be paid by the Reorganized Debtors when due pursuant to 28 U.S.C. § 1930 until the entry of a final decree or conversion or dismissal of the Reorganization

Cases. Any deadline for filing Administrative Expense Claims shall not apply to fees payable pursuant to 28 U.S.C. § 1930.

39. Operation Post-Effective Date. 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 this Order.

40. Workers' Compensation. Notwithstanding anything to the contrary herein, as of the Effective Date, the Reorganized Debtors shall continue to honor in the ordinary course of business the Debtors' and the Reorganized Debtors' obligations under the terms and conditions of (1) all applicable workers' compensation laws in states in which the Debtors operated and in which the Reorganized Debtors operate and (2) the Debtors' and the Reorganized Debtors' written contracts, agreements, policies, programs and plans for workers' compensation and workers' compensation insurance, including but not limited to those approved pursuant to the Bankruptcy Court's Order: (I) Authorizing Debtors to Pay (A) Prepetition Employee Wages, Salaries and Other Compensation, (B) Prepetition Employee Business Expenses, and (C) Other Miscellaneous Employee Expenses and Employee Benefits; and (II) Granting Related Relief [Docket No. 55]. All valid workers' compensation claims covered by such workers' compensation policies shall continue to be processed in the ordinary course of business, regardless of whether such claims arose prior to or after the Petition Date.

41. Medicare Executory Contracts. Each of the Debtors shall assume and cure the defaults on each of its Medicare executory contracts ("Assumed Medicare Executory Contracts"), as of the Effective Date. Such Assumed Medicare Executory Contracts shall include each of the Debtors' enrollment agreements and, as applicable, each of the Debtors'

participating supplier agreements. Notwithstanding anything to the contrary in the Plan or in this Order, “cure,” for purposes of the assumption by each of the Debtors of the Assumed Medicare Executory Contracts, shall consist of the agreement by each of the Debtors to continue its participation in the Medicare program in the ordinary course of business, and to be governed by, and subject to, the terms and conditions of the Assumed Medicare Executory Contracts and the incorporated Medicare statutes, regulations, policies and procedures and, subject to the Reorganized Debtors’ rights and defenses, which are expressly preserved, to remain liable for any debt to Centers for Medicare and Medicaid Services (“CMS”). Nothing in the Plan or Confirmation Order shall affect any recoupment rights of CMS or its contractors nor any rights of the Reorganized Debtors to oppose the assertion of any such recoupment rights under applicable non-bankruptcy law. In addition, nothing in the Plan or this Order shall release (or operate to enjoin) any claim of the United States, on behalf of CMS, against any of the Debtors or against any non-debtor. For the Avoidance of doubt, the rights of the Reorganized Debtors to contest the assertion of any overpayments or other amounts owed under the Assumed Medicare Executory Contracts (whether to Medicare, Medicaid, CMS or otherwise) are expressly preserved.

42. Reserves. With respect to establishing reserves solely for the Claims of (i) the United Emergency Medical Professionals of Arizona, International Association of Fire Fighters Local I-60, and (ii) RBC Capital Markets, LLC: notwithstanding anything in section 9.2(b) of the Plan to the contrary, the Reorganized Debtors shall set aside and reserve, for the benefit of each such 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, the greater of:

- a. if an Estimation Order has been entered, the amount of such Claim as estimated by the Bankruptcy Court pursuant to such Estimation Order, provided that no party shall seek entry of any Estimation Order on shortened notice;
- b. 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 Claims objection (subject to the right of the holder of such Disputed Claim to dispute such amount within 21 days of the filing of the Claims objection (a “**Reserve Dispute**”), and, in the event of a Reserve Dispute, the parties to the Reserve Dispute may consensually agree on an appropriate reserve and, in the absence of such agreement, (y) the Bankruptcy Court shall determine the appropriate reserve at a hearing to be scheduled on a date that is mutually agreeable to the parties to the Reserve Dispute subject to the Bankruptcy Court’s availability, and (z) until the Bankruptcy Court determines the appropriate reserve pursuant to subsection (y), the reserved amounts for such Disputed Claim will be governed by subsection (c) below). The Reorganized Debtors may not reduce a reserve amount to the amount proposed in a Claims objection until after the occurrence of one of the following: (I) the passage of 21 days following a Claims objection; (II) the parties entering an agreement resolving the Reserve Dispute; or (III) pursuant to Court order; or
- c. if neither subsection (a) nor subsection (b) governs, (I) the amount listed in the Debtors’ schedules of assets and liabilities filed in the Reorganization Cases or (II) 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. For the avoidance of doubt, if a Disputed Claim subject to this paragraph is unliquidated and contingent as of the Effective Date, or the relevant timely filed proof of claim or application for payment indicates that the amount of the Claim is “unknown” (or similar), and, in either case, the reserve amount has not been determined pursuant to either subsection (a) or subsection (b) above, the Reorganized Debtors shall set aside and reserve, for the benefit of the holder of such Disputed Claim, an amount mutually agreed between the Reorganized Debtors and the holder of such Disputed Claim, with the consent of the Creditor Representative.

43. [RESERVED]

44. Business Causes of Action. Notwithstanding anything to the contrary in

the Plan, “**Business Causes of Action**” means any and all of the Debtors’ or their Estates’

Causes of Action (other than Avoidance Actions) arising in the ordinary course of business or relating to any contract to which any Debtor is a party (against the contract counterparty that is not a Released Debtor Party), including any purchase agreement, acquisition agreement or merger agreement, but in no event shall a Business Cause of Action include any Claim or Cause of Action that is released pursuant to Sections 12.8 or 12.9 of the Plan. For the avoidance of doubt, (i) “Business Causes of Action” shall exclude (a) any of the Debtors’ or their Estates’ Causes of Action against Unreleased Debtor Parties relating to the Debtors’ acquisitions of Pacific Ambulance, Inc. and Bowers Companies, Inc. or Professional Medical Transport, Inc. and (b) any Estate Accounting-Related Causes of Action; and (ii) no Cause of Action against an Unreleased Debtor Party shall be a “Business Causes of Action” solely because the Cause of Action is brought against an Unreleased Debtor Party who is a contract counterparty of a Debtor.

45. AIG Property Casualty, Inc. Notwithstanding anything contained herein, any rights of AIG Property Casualty, Inc. or its affiliates to subrogation, set off or recoupment are hereby preserved; provided, however, that self-insured retentions and deductibles under any policies with AIG Property Casualty, Inc. or its affiliates shall be treated in accordance with section 7.14 of the Plan; provided, further, that the Debtors and the Reorganized Debtors, as applicable, reserve any and all rights with respect to any setoffs or recoupments asserted by AIG Property Casualty, Inc. or its affiliates.

46. Nelson. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release): on the Effective Date, the automatic stay of Bankruptcy Code section 362(a) and the discharge and injunctions set forth in Article XII of the Plan, if and to the extent applicable, shall be deemed lifted and modified without further order of this Court, to permit Stephanie Nelson to

proceed with the liquidation of her claims in the pending lawsuit against the Debtor and one of its employees, Mr. Ryan Beiner, in the State Court of Dekalb County, Georgia, which is styled as *Stephanie Nelson v. Ryan Beiner and Rural/Metro Corporation*, Civil Action File No. 13A47097-2 (the “Nelson Personal Injury Lawsuit”); provided, however, that nothing herein alters, modifies or otherwise affects sections 7.14 and 10.6 of the Plan. Nothing in this paragraph prejudices any party’s right to contest or oppose the *Motion of Stephanie Nelson for a Determination That Her Informal Proof of Claim Was Timely Filed, or in the Alternative, Extending the Time Within Which She May File a Claim* (Docket No. 753).

47. McCall. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release): on the Effective Date, the automatic stay of Bankruptcy Code section 362(a) and the discharge and injunctions set forth in Article XII of the Plan, if and to the extent applicable, shall be deemed lifted and modified without further order of this Court, to permit Lisa McCall-Stowers, individually and as guardian of Rhonda McCall, incompetent, and as guardian and next friend of D.M., a minor, Roger W. McCall, Sr., Wilma McCall and Roger W. McCall, Jr. to proceed with the liquidation of their claims in the pending lawsuit against certain Debtors (among others), in the Court of Common Pleas, Cuyahoga County, Ohio, which is styled as *Lisa McCall-Stowers, individually and as guardian of Rhonda McCall, incompetent, and as guardian and next friend of D.M., a minor, Roger W. McCall, Sr., Wilma McCall and Roger W. McCall, Jr. v. University Hospitals Medical Group, Inc., University Hospitals of Cleveland, Tia Melton, M.D., Rural/Metro Corporation d/b/a Rural Metro Ambulance, Rural/Metro of Ohio, Inc. d/b/a Rural Metro Ambulance, Rural/Metro of Northern Ohio, Inc. d/b/a Rural Metro Ambulance, Alan Ward, Kelsey M. Schoonover, John Does #1-5 and ABC Companies #1-5*, CV 12-791690,

provided, however, that nothing herein alters, modifies or otherwise affects sections 7.14 and 10.6 of the Plan.

48. Selling Shareholders. Notwithstanding anything to the contrary contained in the Plan or herein, any and all rights and defenses that Brian Cates (individually and/or in his capacity as Trustee of the Brian H. Cates Trust Dated October 28, 2009) ("Cates"), Ray Iskander (individually and/or in his capacity as Trustee of the Iskander Family Trust Dated November 12, 2009) ("Iskander") and/or Danny Sleiman ("Sleiman," and together with Cates and Iskander, the "Selling Shareholders") may have against Rural/Metro of Northern California, Inc. ("R/M California") arising under or in connection with the Stock Purchase Agreement, dated as of September 27, 2011 (as amended, the "SPA"), including but not limited to any rights of subrogation, indemnification, setoff and/or recoupment, hereby are fully preserved and may be asserted as claims or defenses in any action or proceeding concerning the SPA, provided, however, that nothing contained in this paragraph shall be deemed to elevate any general unsecured claims of the Selling Shareholders arising under the SPA to administrative or priority status under sections 503 or 507 of the Bankruptcy Code. Nothing contained in the Plan or herein shall (a) affect any funds currently held in escrow (the "Escrowed Funds") pursuant to the Indemnification and Escrow Agreement, dated as of December 9, 2011, by and between R/M California, Cates, Iskander and United Bank National Association (the "Escrow Agreement"), or (b) modify the rights and obligations of such parties that are contained in the Escrow Agreement. Accordingly, the Escrow Agreement shall continue to remain in full force and effect from and after the Effective Date and shall control any future disposition or release of the Escrowed Funds.

49. Tax Matters. Notwithstanding any provision to the contrary in the Plan, this Order confirming the Plan, and any implementing Plan documents (collectively, the

“**Documents**”), nothing shall: (1) affect the ability of the Internal Revenue Service (“**IRS**”) or the Pennsylvania Department of Revenue (the “**Pa. Dep. Rev.**”) to pursue any non-debtors to the extent allowed by non-bankruptcy law for any liabilities that may be related to any federal tax liabilities or liabilities arising under Pennsylvania tax law owed by the Debtors or the Debtors’ Estates; (2) affect the rights of the United States or the Pa. Dep. Rev. to assert setoff and recoupment and such rights are expressly preserved or affect the rights of the Debtors or Reorganized Debtors to object to any such asserted setoff or recoupment; or (3) discharge any claim of the IRS or Pa. Dep. Rev. described in 11 U.S.C. Section 1141(d)(6). The Bankruptcy Court may retain jurisdiction, but not exclusive jurisdiction, over claims and issues of the IRS or Pa. Dep. Rev. arising therefrom to the extent allowed by non-bankruptcy law. Moreover, nothing in the Documents shall: (a) effect a release, discharge or otherwise preclude any claim whatsoever against any Debtors or Reorganized Debtors by or on behalf of the IRS or Pa. Dep. Rev. relating to any liability arising out of any unfiled pre-petition tax return or any pending audit or audit which may be performed with respect to any pre-petition tax return; and (b) nothing shall enjoin the IRS or Pa. Dep. Rev. from amending any claim against any Debtors or Reorganized Debtors with respect to any tax liability arising as a result of the filing of an unfiled return or a pending audit or audit which may be performed with respect to any pre-petition or administrative tax return. Further, any liability arising as a result of an unfiled return or final resolution of a pending audit or audit which may be performed with respect to any pre-petition tax return shall be paid in accordance with sections 1129(a)(9)(A) and (C) of the Bankruptcy Code. For the avoidance of doubt, the Debtors and Reorganized Debtors reserve all rights and defenses with respect to any and all claims arising out of the aforementioned taxes, irrespective of when the applicable return or returns are filed.

50. Pending DOJ Settlement. Nothing in the Plan or the Confirmation Order will prejudice the Debtors' and United States Department of Justice's pending settlement to resolve the investigation detailed in Civil Investigative Demand #13-001 dated January 16, 2013.

51. Subject to Occurrence of Effective Date. Notwithstanding anything to the contrary, the findings of fact and conclusions of law herein shall be deemed effective as of and are subject to the occurrence of the Effective Date.

52. Retention of Jurisdiction. The businesses and assets of the Debtors shall remain subject to the jurisdiction of this Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Court shall retain such jurisdiction to the fullest extent permitted by the Bankruptcy Code and other applicable law, including jurisdiction over those matters and issues described in Section 13.1 of the Plan.

Dated: _____, 2013
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

PLAN OF REORGANIZATION

[Not Attached]

EXHIBIT 2

CONFIRMATION NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
 In re : Chapter 11
 :
 Rural/Metro Corporation, et al.,³ : Case No. 13-11952 (KJC)
 :
 Debtors. : (Jointly Administered)
 :
 -----X

NOTICE OF (A) ENTRY OF ORDER CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS; (B) OCCURRENCE OF THE EFFECTIVE DATE OF THE PLAN; AND (C) RELATED DEADLINES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of Plan.** On **December 17, 2013** (the “**Confirmation Date**”), the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered an order [Docket No. ____] (the “**Confirmation Order**”) confirming the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors*, dated as of October 31, 2013 (as amended, the “**Plan**”), in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”).

2. **Effective Date.** The Effective Date of the Plan was [_____].

3. **Fee Claims.** As provided in Section 3.3(a) of the Plan, any Professional Person seeking allowance by the Bankruptcy Court of a Fee Claim shall file and serve its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date **no later than thirty (30) 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 fifty-one (51) days after the Effective Date or such other date as established by the Bankruptcy Court.

4. **Administrative Bar Date.** Except as otherwise ordered by the Bankruptcy Court, all holders of Administrative Expense Claims, except for those specified in Section 3.2(a)(i)-(x) of the Plan, not paid prior to the Confirmation Date must file with the Bankruptcy Court and serve on the Debtors or the Reorganized Debtors, as applicable, the Claims Agent, the Creditors’ Committee or the Creditor Representative, as applicable, and the Office of the United States Trustee, proof of such Administrative Expense Claim **within thirty (30) days after the Effective Date**. Failure to file and serve such proof of Administrative

³ 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 [Docket No. 2] and at www.donlinrecano.com/rmc. The Debtors’ headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

Expense Claim timely and properly shall result in the Administrative Expense Claim being forever barred and discharged in these reorganization cases.

5. **Rejection Damages Bar Date.** Pursuant to Section 10.2 of the Plan, Rejection Damages Claims 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, the Reorganized Debtors, and the Creditor Representative, respectively, **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).

6. **Government Bar Date.** Pursuant to section 502(b)(9) of the Bankruptcy Code, all governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date are required to file proofs of claim by **January 31, 2014 at 5:00 p.m. (prevailing Eastern Time)**.

7. **Copies of the Confirmation Order.** Any party-in-interest wishing to obtain a copy of the Confirmation Order may obtain such copy: (i) at www.donlinrecano.com/rmc or (ii) by contacting Troy Bollman at (302) 573-7796; tbollman@ycst.com. Copies of the Confirmation Order may also be reviewed during regular business hours at the Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801 or may be obtained at the Bankruptcy Court's website at www.deb.uscourts.gov, by following the directions for accessing the ECF system on such site.

Dated: December ____, 2013
Wilmington, Delaware

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