

**THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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:
In re : **Chapter 11**
:
ROTECH HEALTHCARE INC., et al., : **Case No. 13-_____ ()**
:
Debtors.¹ : **Joint Administration Requested**
:
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DEBTORS' JOINT CHAPTER 11 PLAN

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Proposed Co-Attorneys for the Debtors
and Debtors in Possession

Proposed Co-Attorneys for the Debtors
and Debtors in Possession

Dated: April 7, 2013

¹ The Debtors in these chapter 11 cases are listed in Schedule 1 and at <http://dmepiq11.com/rotech>. The addresses of the corporate headquarters of the Debtors and the mailing address of each of the Debtors is 2600 Technology Drive, Suite 300, Orlando, FL 32804.

INTRODUCTION

Rotech Healthcare Inc. (“Rotech”) and its title 11 subsidiaries listed in Exhibit A to this Plan as chapter 11 debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) propose this Plan (as defined below) for the resolution of outstanding creditor claims against, and equity interests in, the Debtors pursuant to section 1121 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

This Plan consists of 115 separate chapter 11 Plans – one Plan for each of the Debtors that will emerge as a reorganized entity. This Plan does not substantively consolidate any of the Debtors’ estates. Any reference herein to the “Plan” shall be a reference to the separate Plan of each Debtor, as the context requires. The votes to accept or reject a Plan by holders of Claims against a particular Debtor shall be tabulated as votes to accept or reject such Debtor’s separate Plan. Distributions under a Debtor’s Plan will be made to the holders of Claims in the Classes identified in such Plan.

ARTICLE I

DEFINITIONS

1.1 Scope of Defined Terms. For purposes of this Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings in section 1.2 of this Plan. Unless the context otherwise requires, any capitalized term used and not defined in this Plan, but that is defined in the Bankruptcy Code, shall have the meaning ascribed in the Bankruptcy Code.

1.2 Definitions.

1.2.1 Accepting Second Lien Noteholders Share has the meaning set forth in section 3.3.3 below.

1.2.2 Additional Consideration has the meaning set forth in section 3.3.3 below.

1.2.3 Administrative Bar Date means (a) for Administrative Expense Claims (other than trade vendor claims for goods and services sold to the Debtors in the ordinary course of business and Professional Claims) arising during the period commencing on the Commencement Date and continuing through and including the date that is seven (7) days prior to the date for the Confirmation Hearing, the date that is three (3) days prior to the Confirmation Hearing, and (b) for Administrative Expense Claims (other than trade vendor claims for goods and services sold to the Debtors and Professional Claims) arising during the period commencing

after the date that is seven (7) days prior to the date for the Confirmation Hearing, the date that is three (3) days after the Effective Date.

1.2.4 Administrative Expense Claim means any Claim (other than Priority Tax Claims and Professional Claims administered pursuant to sections 2.2 and 2.3 below) constituting a cost or expense of administration of any of the Estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code during the period from the Commencement Date up to and including the Effective Date, including, without limitation, any Claim for compensation and reimbursement of expenses arising during the period from and after the respective Commencement Dates and prior to the Effective Date to the extent Allowed by Final Order of the Bankruptcy Court under section 503(b) of the Bankruptcy Code or otherwise in accordance with the provisions of this Plan, whether fixed before or after the Effective Date, and any fees or charges assessed against an Estate pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

1.2.5 Affiliate means any Entity that is an “affiliate” of any of the Debtors pursuant to the meaning set forth in section 101(2) of the Bankruptcy Code.

1.2.6 Allowed means, with reference to any Claim against a Debtor’s estate, (i) any Claim that has been listed by a Debtor in its Schedules, as such Schedules may be amended by a Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed, (ii) any Claim expressly allowed by this Plan, (iii) any timely filed Claim that is not disputed or as to which no objection to allowance has been timely interposed in accordance with section 6.2 hereof or such other period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, (iv) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Reorganized Debtors pursuant to a Final Order of the Bankruptcy Court, or (v) any Disputed Claim that has been Allowed by Final Order; provided, however, that Claims, if any, allowed solely for the purpose of voting to accept or reject this Plan pursuant to an order of the Bankruptcy Court under Bankruptcy Rule 3018(a) (to the extent such rule does not exceed the rule-making authority under 28 U.S.C. § 2075) shall not be considered “Allowed” hereunder; provided, further, that unless otherwise specified herein or by order of the Bankruptcy Court, “Allowed Administrative Expense Claim” or “Allowed Claim” shall not, for any purpose under this Plan, include interest on such Administrative Expense Claim or Claim from and after the Commencement Date, unless such interest is expressly provided for in this Plan.

1.2.7 Amended First Lien Term Loan means the Term Loan, amended and restated in accordance with the terms set forth in the Amended First Lien Term Loan Term Sheet, which amended and restated term loan shall be filed with the Plan Supplement.

1.2.8 Amended First Lien Term Loan Guaranty means the agreement attached as Exhibit J to the Disclosure Statement pursuant to which the Reorganized Guarantor Debtors guarantee Reorganized Rotech’s obligations with respect to the Amended First Lien Term Loan.

1.2.9 Amended First Lien Term Loan Term Sheet means the term sheet attached as Exhibit I to the Disclosure Statement.

1.2.10 Ballot means the form distributed to each holder of an Impaired Claim entitled to vote to accept or reject a Debtor's Plan, on which form the holder may cast its vote in respect of this Plan.

1.2.11 Bankruptcy Code means title 11 of the United States Code, as now in affect or as hereafter amended, to the extent applicable to the Chapter 11 Cases.

1.2.12 Bankruptcy Court means the United States Bankruptcy Court for the District of Delaware, and such other court having original and exclusive subject matter jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334(a).

1.2.13 Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court pursuant to section 2075 of title 28 of the United States Code, and any local rules of the Bankruptcy Court, as amended from time to time and applicable to the Chapter 11 Cases.

1.2.14 Board of Directors means each board of directors of each of the Debtors or Reorganized Debtors, as applicable, as they may exist from time to time.

1.2.15 Business Day means a day other than a Saturday, a Sunday, or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.

1.2.16 Carter Claim means the Claim of former Rotech President and Chief Executive Officer, Philip L. Carter, under that certain Second Amended and Restated Employment Agreement, dated August 6, 2008, and any amendments thereto, which shall be Allowed in the amount of [\$653,334].

1.2.17 Cash means the lawful currency of the United States of America.

1.2.18 Causes of Action means any action, claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Commencement Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Cause of Action also includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim.

1.2.19 Certificate means any instrument evidencing a Claim or an Equity Interest.

1.2.20 Chapter 11 Cases means the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors, styled *In re Rotech Healthcare Inc., et al.*, Chapter 11 Case No. [], currently pending before the Bankruptcy Court.

1.2.21 Claim means a “claim,” as defined in section 101(5) of the Bankruptcy Code, and equitable rights against the estate of a Debtor for breach of performance whether or not the breach gives rise to a right to payment, including, without limitation, recoupment and setoff, whether or not asserted, whether or not the facts of or legal bases therefor are known or unknown, and specifically including, without express or implied limitation, any rights under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, any claim of a derivative nature, any potential or unmatured contract claims, and any other contingent claim.

1.2.22 Claims Agent means Epiq Bankruptcy Solutions, LLC, the agent of the Clerk of the Bankruptcy Court appointed by the Bankruptcy Court, or any successor agent as may be similarly appointed.

1.2.23 Class means a category of Claims or Equity Interests set forth in Article III of this Plan.

1.2.24 Collateral means any property or interest in property of any Estate subject to an unavoidable Lien securing the payment or performance of a Claim.

1.2.25 Commencement Date means April 7, 2013, the date on which the Debtors commenced the Chapter 11 Cases.

1.2.26 Confirmation Date means the date on which the Confirmation Order is entered on the docket of the Bankruptcy Court.

1.2.27 Confirmation Hearing means the hearing to consider confirmation of this Plan in accordance with section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.2.28 Confirmation Order means the order(s) of the Bankruptcy Court confirming this Plan.

1.2.29 Consenting First Lien Holders means the Consenting First Lien Noteholders and any Term Lenders.

1.2.30 Consenting First Lien Noteholders means those First Lien Noteholders who executed the Plan Support Agreement.

1.2.31 Consenting Noteholders means two or more unaffiliated Consenting First Lien Holders and Consenting Second Lien Noteholders that collectively hold greater than 50% of the sum of: (i) the principal amount of the Term Lender Claims held by the Term Lenders; (ii) the principal amount of First Lien Notes Claims held by the Consenting First Lien Noteholders; and (iii) the principal amount of Claims arising under the Second Lien Notes and the Second Lien Notes Indenture held by the Consenting Second Lien Noteholders.

1.2.32 Consenting Second Lien Noteholders means those Second Lien Noteholders who executed the Plan Support Agreement.

1.2.33 Creditor means any Entity holding a Claim.

1.2.34 Cure Amount means the payment of Cash by the Debtors, or the distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to (i) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors and (ii) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

1.2.35 Debtor Intercompany Claim means a prepetition unsecured Claim asserted by the estate of a Debtor against the estate of another Debtor.

1.2.36 Debtors has the meaning set forth in the preamble above.

1.2.37 Debtors in Possession means the Debtors in their capacity as debtors in possession pursuant to sections 1101(1) and 1107(a) of the Bankruptcy Code.

1.2.38 DIP Agent means Silver Point Finance, LLC, as administrative agent and collateral agent under the DIP Credit Agreement.

1.2.39 DIP Agent Claims means the Claims for reasonable fees and expenses, including attorneys' fees, incurred by the DIP Agents during the Chapter 11 Cases.

1.2.40 DIP Collateral Agent means Silver Point Finance, LLC.

1.2.41 DIP Credit Agreement means the \$30 million debtor in possession postpetition financing agreement (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time by and between, among others, the Debtors, the DIP Agent, and the DIP Lenders, approved by the DIP Order.

1.2.42 DIP Documents means the DIP Credit Agreement, together with all agreements, documents, certificates and instruments delivered or executed from time to time in connection therewith, each as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

1.2.43 DIP Lender Claims means the Claims of the DIP Lenders arising under the DIP Credit Agreement; including all "DIP Obligations" as such term is defined in the DIP Order, including, without limitation, the DIP Agent Claims.

1.2.44 DIP Lenders means collectively, the DIP Agents and the lenders party to the DIP Credit Agreement from time to time, each in their capacity as a lender.

1.2.45 DIP Order means the Final Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364 and (B) Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364, and (III) Granting Related

Relief [Docket No. ____], entered on [], 2013, and as amended, modified or supplemented by the Bankruptcy Court from time to time.

1.2.46 Disallowed Claim means (a) a Claim that is disallowed in its entirety by an unreversed order of the Bankruptcy Court or another court of competent jurisdiction, as the case may be, or (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court, but as to which a proof of claim was not timely or properly filed.

1.2.47 Disbursing Agent means the Reorganized Debtors or their designee selected with the prior consent of the Consenting Noteholders.

1.2.48 Disclosure Statement means the disclosure statement for this Plan approved by the Bankruptcy Court in accordance with section 1125 of the Bankruptcy Code.

1.2.49 Disputed Claim means a Claim that is not an Allowed Claim or a Disallowed Claim, and is a Claim, proof of which was filed, or an Administrative Expense Claim or other unclassified Claim (in each case, proof of which was filed (it being understood that proofs of claim are not required to be filed with respect to vendor trade claims for goods and services sold to the Debtors in the ordinary course of business and Professional Claims)), which is the subject of a dispute under this Plan or as to which Claim a Debtor has interposed or may interpose a timely objection and/or a request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018 or other applicable law, which dispute, objection, and/or request for estimation has not been withdrawn or determined by a Final Order.

1.2.50 Disputed Claim Reserve means a reserve established and maintained under this Plan in a segregated, interest bearing account (or accounts) into which the Disbursing Agent will deposit sufficient Cash to make Distributions to all holders of Disputed Claims entitled to Distributions in accordance with the provisions of this Plan, to the extent such Disputed Claims become Allowed Claims, as described in Article VI of this Plan.

1.2.51 Distribution means a payment of Cash, distribution of a Pro Rata share of the Amended First Lien Term Loan, or distribution of Reorganized Rotech Common Stock, as applicable, made by the Disbursing Agent to the holder of an (a) Allowed Claim on account of such Allowed Claim pursuant to the terms and provisions of this Plan or (b) an Allowed Equity Interest on account of such Allowed Equity Interest pursuant to the terms and provisions of this Plan.

1.2.52 Distribution Date means the Effective Date of this Plan or, except for purposes of the stock distributions to holders of Allowed Second Lien Note Claims, as soon thereafter as is reasonably practicable, and each 90 days thereafter (to the extent necessary to distribute Cash released from the Disputed Claim Reserve as a result of the allowance, disallowance, or reduction of Disputed Claims).

1.2.53 Distribution Record Date means the record date for purposes of making Distributions under this Plan, which date shall be the Confirmation Date or such other date as may be set forth in the Confirmation Order.

1.2.54 District Court means the United States District Court for the District of Delaware.

1.2.55 DTC means the Depository Trust Company.

1.2.56 Effective Date means a Business Day to be selected by the Debtors and the Consenting Noteholders that is on or after the date by which the conditions precedent to the effectiveness of this Plan specified in section 10.1 of this Plan have been satisfied or waived in accordance with section 10.2 of this Plan.

1.2.57 Employment-Related Claims means any Claim for a “Change in Control” as defined in any employment agreement with Steve Alsene, Rebecca Myers, Don Guenette, or John Sullivan.

1.2.58 Encumbrance means, with respect to any asset, a mortgage, Lien, pledge, charge, security interest, assignment, or encumbrance of any kind or nature in respect of such asset (including, without express or implied limitation, any conditional sale or other title retention agreement, any security agreement, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

1.2.59 Entity means an individual, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, a governmental unit or any subdivision thereof, including, without limitation, the United States Trustee, or any other entity.

1.2.60 Equity Interest means any equity interest or proxy related thereto, direct or indirect, in any of the Debtors represented by duly authorized, validly issued, and outstanding shares of preferred stock or common stock, stock appreciation rights, membership interests, partnership interests, or any other instrument evidencing a present ownership interest, direct or indirect, inchoate or otherwise, in any of the Debtors, or right to convert into such an equity interest or acquire any equity interest of the Debtors, whether or not transferable, or an option, warrant or right, contractual or otherwise, to acquire any such interest, which was in existence prior to or on the Commencement Date; provided, however, for the avoidance of doubt, the term “Equity Interest” shall not include or pertain to any new equity interest issued pursuant to this Plan.

1.2.61 Estate means the estate of each Debtor as created under section 541 of the Bankruptcy Code.

1.2.62 Executory Contract means a contract or unexpired lease to which one or more of the Debtors is a party and which is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

1.2.63 Exculpated Party means the Released Parties.

1.2.64 Exit Financing means [TBD].

1.2.65 Exit Financing Arrangers means the arrangers party to the Exit Financing Documents, each in their capacity as such.

1.2.66 Exit Financing Documents means the documents governing the Exit Financing, which shall be in all respects in form and substance satisfactory to the Consenting Noteholders.

1.2.67 Exit Financing Group means the Exit Financing Arrangers and the lenders, administrative agents, collateral agents, and any other agents under the Exit Financing.

1.2.68 Federal Judgment Rate means the federal judgment rate in effect as of the Commencement Date.

1.2.69 Final Order means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or move for re-argument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for re-argument or rehearing shall then be pending; or as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Reorganized Debtors. Potential requests for relief pursuant to Fed. R. Civ. P. 60, made applicable by Bankruptcy Rule 9024, shall not negate finality.

1.2.70 First Lien Claims means the Term Lender Claims and the First Lien Notes Claims.

1.2.71 First Lien Guaranty Claims means the Term Loan Guaranty Claims and the First Lien Notes Guaranty Claims.

1.2.72 First Lien Noteholders means holders of First Lien Notes.

1.2.73 First Lien Notes means the senior secured first lien notes bearing interest at the rate of 10.75% per annum, issued pursuant to the First Lien Notes Indenture, and having an outstanding principal balance as of the Commencement Date of \$230,000,000.

1.2.74 First Lien Notes Claims means the Claims arising under the First Lien Notes and the First Lien Notes Indenture.

1.2.75 First Lien Notes Guaranty Claims means the Claims arising from the guaranty of the obligations under the First Lien Notes provided by each of the Guarantor Debtors.

1.2.76 First Lien Notes Indenture means the indenture, dated as of October 6, 2010, among Rotech, the Guarantor Debtors, and The Bank of New York Mellon Trust Company, N.A., as Trustee, and all of the documents and instruments relating thereto, as amended, supplemented, modified or restated from time to time.

1.2.77 First Lien Notes Trustee means The Bank of New York Mellon Trust Company, N.A., as Trustee.

1.2.78 GAAP means generally accepted accounting principles, established by the Federal Accounting Standards Advisory Board.

1.2.79 GD means Guarantor Debtor.

1.2.80 GD Class means a Class of Claims or Equity Interests included within a GD Plan.

1.2.81 GD Plan means a Plan proposed by a Guarantor Debtor.

1.2.82 General Unsecured Claims means any Claims against one or more of the Debtors, including without limitation: (a) any Claims against one or more of the Debtors arising from the rejection of an Executory Contract under section 365 of the Bankruptcy Code including any claims for damages arising from the termination of any employment agreement, except as otherwise provided herein; (b) any portion of a Claim that is not a Secured Claim (i.e., a deficiency claim, including the Second Lien Notes Deficiency Claims); and (c) any Claims against one or more of the Debtors arising from the provision of goods or services to the Debtors prior to the Commencement Date, including the Claims of commercial trade creditors that are not Administrative Claims under section 503(b)(9) of the Bankruptcy Code. For the avoidance of doubt, General Unsecured Claims shall not include (i) Administrative Expense Claims, (ii) Priority Tax Claims, (iii) Non-Tax Priority Claims, (iv) Second Lien Notes Claims, (vi) Debtor Intercompany Claims, (vii) Secured Claims, (viii) Qualified Claims and (ix) Employment-Related Claims.

1.2.83 Governance Documents means any certificate of incorporation, bylaws, certificate of formation, limited liability company operating agreement, partnership agreement, or any other formation and organizational documents of the Debtors in effect as of the Commencement Date, as amended in accordance with sections 4.4 and 8.4 of this Plan (which amendments shall be in all respects in form and substance satisfactory to the Consenting Noteholders).

1.2.84 Guarantor Debtors means, collectively, the Debtors listed in Exhibit A to this Plan, excluding Rotech Healthcare Inc.

1.2.85 Impaired means impaired within the definition of section 1124 of the Bankruptcy Code.

1.2.86 Lien means any charge against or interest in Collateral to secure payment of a debt or performance of an obligation.

1.2.87 Management Equity Incentive Program means a post-Effective Date compensation program, the terms of which are set forth in the "Management Equity Incentive Program Term Sheet."

1.2.88 Management Equity Incentive Program Term Sheet means the term sheet attached to Plan Supplement, which shall be in all respects in form and substance satisfactory to the Consenting Noteholders.

1.2.89 New Board means the board of directors of Reorganized Rotech.

1.2.90 New Rotech Supplier Credit Agreement means an agreement between the applicable Reorganized Debtor and the holder of a Qualified Claim pursuant to which such holder agrees to provide such Reorganized Debtor with trade credit following the Effective Date, which shall be in all respects in form and substance satisfactory to the Consenting Noteholders.

1.2.91 Non-Tax Priority Claim means any Claim against a Debtor or its Estate, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment in accordance with sections 507(a)(4), (5), (6), (7), or (8) of the Bankruptcy Code, but only to the extent entitled to such priority.

1.2.92 Notes means the (i) First Lien Notes and (ii) Second Lien Notes, as applicable.

1.2.93 Other Secured Claim means a Secured Claim other than a Term Lender Claim, Term Loan Guaranty Claim, First Lien Notes Claim, First Lien Notes Guaranty Claim, Second Lien Notes Claim, and Second Lien Notes Guaranty Claim.

1.2.94 Plan means each and all of the chapter 11 plans of the Debtors, collectively, as set forth in this Joint Chapter 11 Plan and, where specified herein as to each of the Debtors, the chapter 11 plan of such Debtor, including, without limitation, all exhibits and schedules annexed hereto and the Plan Documents, as the same may be amended, modified, or supplemented from time to time in accordance with the terms and provisions hereof.

1.2.95 Plan Documents means all documents, attachments, schedules, and exhibits related to this Plan, including, without limitation, the documents contained in the Plan Supplement.

1.2.96 Plan Supplement means the supplement to this Plan containing the exhibits and schedules to this Plan that are not served with the approved Disclosure Statement upon holders of Claims and Equity Interests in connection with the solicitation of votes to accept or reject this Plan and which shall be in all respects in form and substance satisfactory to the Consenting Noteholders.

1.2.97 Plan Support Agreement means the agreement entered into by and among Rotech, the Consenting First Lien Noteholders, and the Consenting Second Lien Noteholders, setting forth the terms of their agreement to support confirmation of this Plan.

1.2.98 Preserved Rights means, collectively, any and all rights, claims, Causes of Action, defenses, and counterclaims of or accruing to the Debtors or their Estates, as preserved in section 6.10 of this Plan.

1.2.99 Priority Tax Claim means any Claim of a governmental unit against the estate of a Debtor entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.2.100 Pro Rata Share means, on any Distribution Date, with respect to the holder of an Allowed Claim against or an Allowed Equity Interest in the estate of a Debtor, the percentage represented by a fraction, (i) the numerator of which shall be an amount equal to such holder's Claim against or Equity Interest in such Debtor's estate, and (ii) the denominator of which shall be an amount equal to the aggregate amount of Allowed, Disputed and estimated Claims or Equity Interests in the same Class as such holder's Claim or Equity Interest, against or in such Debtor's estate.

1.2.101 Professional means any professional employed or to be compensated pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code.

1.2.102 Qualified Claims means [(a)] the Claims of each trade creditor or other vendor creditor due and owing by the Debtors for goods and services delivered and rendered to the Debtors in the ordinary course of business prior to and as of the Commencement Date (i) whose holder has executed and delivered to the Reorganized Debtors a New Rotech Supplier Credit Agreement no later than ten (10) days prior to the Confirmation Date or (ii) whose Allowed Claim is equal to or less than \$5,000, who does not execute and deliver to the Reorganized Debtors a New Rotech Supplier Credit Agreement no later than ten (10) days prior to the Confirmation Date and who indicates on its Ballot that in consideration for its Allowed Claim receiving the treatment provided under section 3.3.5 or section 3.4.5 of this Plan, as applicable, it elects to be bound to a New Rotech Supplier Credit Agreement in form to be filed by the Debtors with the Plan Supplement (which form shall be satisfactory to the Consenting Noteholders in all respects)[; and (b) the Carter Claim].

1.2.103 Released Parties means all Entities who are or were at any time on or after the Commencement Date, and whether or not such Entity currently retains such capacity or position, (i) Debtors; (ii) directors, officers, members of management, and other employees of the Debtors, respectively; (iii) the Term Lender; (iv) the Term Agent; (v) the DIP Agents; (vi) the DIP Lenders; (vii) the Consenting First Lien Holders; (viii) the Consenting Second Lien Noteholders; (ix) the Trustees; and (x) attorneys, advisors, consultants, and other professionals, to the extent such parties are or were representing any of the Entities identified in (i) through (ix) above.

1.2.104 Reorganized Debtors means the Debtors, as reorganized on the Effective Date in accordance with this Plan.

1.2.105 Reorganized Debtors' Bylaws means the respective bylaws of the incorporated Reorganized Debtors substantially in the form(s) set forth in Schedule [_____] of the Plan Supplement.

1.2.106 Reorganized Debtors' Certificate of Incorporation means the certificate of incorporation or articles of incorporation, as applicable, of each of the incorporated Reorganized Debtors substantially in the form(s) set forth in Schedule [_____] of the Plan Supplement.

1.2.107 Reorganized Debtors' LLC Agreement means the limited liability company agreement of each of the limited liability company Reorganized Debtors that is substantially in the form set forth in Schedule [___] of the Plan Supplement.

1.2.108 Reorganized Guarantor Debtor means the Guarantor Debtors, as reorganized on the Effective Date in accordance with this Plan.

1.2.109 Reorganized Rotech means Rotech Healthcare Inc., as reorganized on the Effective Date in accordance with this Plan.

1.2.110 Reorganized Rotech Common Stock means the common stock, par value \$[0.001] per share, to be issued by Reorganized Rotech on the Effective Date.

1.2.111 Rotech has the meaning set forth in the preamble above.

1.2.112 Rotech Plan means the Plan of Rotech Healthcare Inc.

1.2.113 Schedules means, unless otherwise specified, the respective schedules of assets and liabilities, the list of holders of Equity Interests, and the statements of financial affairs filed by the Debtors in accordance with section 521 of the Bankruptcy Code and the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended.

1.2.114 Second Lien Noteholders means holders of Second Lien Notes.

1.2.115 Second Lien Notes means the second lien notes bearing interest at the rate of 10.5% per annum, issued pursuant to the Second Lien Notes Indenture, and having an outstanding principal balance as of the Commencement Date of \$290,000,000.

1.2.116 Second Lien Notes Claims means the portion of the Claims arising under the Second Lien Notes and the Second Lien Notes Indenture constituting Secured Claims under section 506(a) of the Bankruptcy Code.

1.2.117 Second Lien Notes Deficiency Claims means the portion of Claims of each holder of the Second Lien Notes arising under the Second Lien Notes and the Second Lien Notes Indenture constituting General Unsecured Claims under section 506(a) of the Bankruptcy Code.

1.2.118 Second Lien Notes Guaranty Claims means the Claims against the estates of the Guarantor Debtors arising from the guaranty of the obligations under the Second Lien Notes provided by each of the Guarantor Debtors, pursuant to section 506(a) of the Bankruptcy Code.

1.2.119 Second Lien Notes Indenture means the indenture, dated as of March 17, 2011, among Rotech, the Guarantor Debtors, and The Bank of New York Mellon Trust Company, N.A., as Trustee, and all of the documents and instruments relating thereto, as amended, supplemented, modified or restated from time to time.

1.2.120 Second Lien Notes Trustee means The Bank of New York Mellon Trust Company, N.A., as Trustee.

1.2.121 Secured Claim means any Claim (i) to the extent reflected in the [Schedules or in a proof of Claim], which is validly and unavoidably secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code; or (ii) that is a valid, unavoidable setoff right in accordance with sections 506(a) and 553 of the Bankruptcy Code.

1.2.122 Stockholders Agreement means the Stockholders Agreement, dated as of the Effective Date, by and among Reorganized Rotech and each person or Entity that receives a Distribution of Reorganized Rotech Common Stock under this Plan, substantially in the form contained in the Plan Supplement and in all respects in form and substance satisfactory to the Debtors/Reorganized Debtors and the Consenting Noteholders.

1.2.123 Tax Code means the Internal Revenue Code of 1986, as amended from time to time.

1.2.124 Term Agent means Silver Point Finance, LLC.

1.2.125 Term Lender means any entity who may be, from time to time, a lender under the Term Loan.

1.2.126 Term Lender Claims means the Claims arising under the Term Loan.

1.2.127 Term Loan means the term loan provided under that certain term loan agreement, dated as of December 21, 2012 among Rotech, the Term Lender and the Term Agent.

1.2.128 Term Loan Guaranty Claims means the Claims arising from the guaranty of the obligations under the Term Loan provided by each of the Guarantor Debtors.

1.2.129 Treasury Regulations means the Treasury regulations (including temporary Treasury regulations) promulgated by the United States Department of Treasury with respect to the Tax Code or other United States federal tax statutes.

1.2.130 Trustees means the First Lien Notes Trustee and the Second Lien Notes Trustee.

1.2.131 Trustee Claims means the Claims for reasonable fees and expenses, including attorneys' fees, incurred by the Trustees during the Chapter 11 Cases.

1.2.132 Unimpaired means any class of Claims that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

1.2.133 United States Trustee Statutory Fees means fees arising under 28 U.S.C. § 1930(a)(6) or accrued interest thereon arising under 31 U.S.C. § 3717.

1.2.134 Voting Record Date means the date established by the Bankruptcy Court to determine which claimants and interest holders are entitled to vote on this Plan.

1.3 Rules of Construction. Unless otherwise expressly provided:

- (a) Article, section, and exhibit references in this Plan are to articles, sections, and exhibits of and to this Plan and schedule references in this Plan are to the schedules to the Plan Supplement;
- (b) References to dollars are to the lawful currency of the United States of America;
- (c) References to Claims against the Debtors refer to Claims against the estates of such Debtors;
- (d) The word “including” and similar words means “including without limitation”;
- (e) References to “on the Effective Date” means on or, as soon thereafter as is practicable, the Effective Date;
- (f) Unless otherwise stated, the words “herein,” “hereof,” and “thereto” refer to this Plan in its entirety rather than to a particular portion of this Plan;
- (g) Captions and headings in this Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; and
- (h) The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of this Plan.

ARTICLE II

TREATMENT OF UNCLASSIFIED CLAIMS (ADMINISTRATIVE EXPENSE CLAIMS, PROFESSIONAL COMPENSATION AND REIMBURSEMENT CLAIMS, AND PRIORITY TAX CLAIMS)

2.1 Administrative Expense Claims. Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to a less favorable treatment with the applicable Debtor against whose estate such Claim is Allowed, each holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date and (b) the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, provided, however, that Allowed Administrative Expense Claims representing liabilities

incurred in the ordinary course of business by the applicable Debtor shall be paid in full and performed by the applicable Reorganized Debtor in the ordinary course of business in accordance with the Reorganized Debtor's customary and historical satisfaction of the terms and conditions of any agreements governing, instruments evidencing, or other documents relating to such liabilities; and provided, further, however, that notwithstanding section 2.2 of this Plan, the Trustee Claims shall be paid solely pursuant to section 13.7 of this Plan.

Any and all requests for payment or proofs of Administrative Expense Claims must, no later than the applicable Administrative Bar Date, be filed and served on the Debtors or Reorganized Debtors, as applicable. Objections to any Administrative Expense Claim must be filed and served on the claimant no later than sixty (60) days after the applicable Administrative Bar Date, which date for filing and serving an objection may be extended by application to the Bankruptcy Court. Holders of Administrative Expense Claims that are required to file a request for payment or proof of such Claims and that do not file such requests or proofs of claim on or before the applicable Administrative Bar Date shall be forever barred from asserting such Claims against the any of the Debtors, their Estates, or the Reorganized Debtors. For the avoidance of doubt, any Claim for adequate protection payments set forth in the Bankruptcy Court order authorizing the Debtors' entry into the DIP Credit Agreement shall be exempt from the Administrative Bar Date without the filing of any request for payment or proof of Administrative Expense Claim.

2.2 Professional Compensation and Reimbursement Claims. Notwithstanding section 2.1, all holders of a Claim for an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code shall file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by a date no later than the date that is forty-five (45) days after the Effective Date or by such other date as may be fixed by the Bankruptcy Court, and if granted such an award by the Bankruptcy Court, such holders shall be paid in full in such amounts as are Allowed by the Bankruptcy Court to the extent not previously paid by prior order of the Bankruptcy Court (A) on the date on which such Claim becomes an Allowed Claim, or (B) upon such other terms as may be mutually agreed upon between such holder of an Allowed Claim and the Reorganized Debtors. The Reorganized Debtors are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

2.3 Priority Tax Claims. Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the applicable Debtor's estate liable for such Claim prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the applicable Debtor and in full and complete satisfaction of any and all liability attributable to such Priority Tax Claim, on the latest of (i) the Effective Date, (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law, or as soon thereafter as is reasonably practicable, Cash in an amount equal to such Allowed Priority Tax Claim; provided, further, that no holder of an Allowed Priority Tax Claim shall be entitled to

any payments on account of any pre-Effective Date interest accrued on or penalty arising after the Commencement Date with respect of or in connection with such Allowed Priority Tax Claim.

2.4 DIP Lender Claims. Except to the extent the DIP Lenders agree to less favorable treatment, on the Effective Date, the DIP Lenders shall be paid in full, in cash, in accordance with the DIP Documents and upon payment in full, in cash of the DIP Lender Claims shall release any and all liens against and security interests in the Debtors' (and the Estates') property held by the DIP Lenders. Notwithstanding anything herein to the contrary, upon satisfaction in full, in cash of the DIP Lender Claims as provided for and in accordance with the DIP Documents, any and all liens against and security interests in the Debtors' (and the Estates') property held by the DIP Lenders shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization or approval of any Entity, and the Debtors' (and the Reorganized Debtors') obligations under the DIP Documents shall be cancelled.

ARTICLE III

CLASSIFICATION OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

3.1 Classification and Treatment of Classified Claims and Equity Interests. Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Equity Interests (other than Claims arising under sections 507(a)(2), or 507(a)(8) of the Bankruptcy Code, which Claims do not require classification pursuant to section 1123(a) of the Bankruptcy Code and are receiving the treatment set forth in Article II) are classified for all purposes, including, without limitation, voting, confirmation, and distribution pursuant to this Plan, as set forth herein. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is Allowed in that Class if it has not been paid or otherwise settled prior to the Effective Date, and satisfies the definition of a Claim or Equity Interest that is Allowed or is otherwise Allowed pursuant to the terms of this Plan.

3.2 Summary of Classification and Treatment of Classified Claims and Equity Interests.

CLASS	TREATMENT	ENTITLED TO VOTE
ROTECH PLAN		
Rotech Class 1 – Non-Tax Priority Claims	Unimpaired	No (presumed to accept)

CLASS	TREATMENT	ENTITLED TO VOTE
Rotech Class 2 – First Lien Claims	Impaired	Yes
Rotech Class 3 – Second Lien Notes Claims	Impaired	Yes
Rotech Class 4 – Other Secured Claims	Impaired	Yes
Rotech Class 5 – Qualified Claims	Unimpaired	No (presumed to accept)
Rotech Class 5.1 – General Unsecured Claims	Impaired	Yes
Rotech Class 6 – Debtor Intercompany Claims	Unimpaired/Impaired	No (deemed to accept/reject)
Rotech Class 7 – Equity Interests	Impaired	Yes
GUARANTOR DEBTOR PLANS		
GD Class 1 – Non-Tax Priority Claims	Unimpaired	No (presumed to accept)
GD Class 2 – First Lien Guaranty Claims	Impaired	Yes
GD Class 3 – Second Lien Notes Guaranty Claims	Impaired	Yes
GD Class 4 – Other Secured Claims	Impaired	Yes
GD Class 5 – Qualified Claims	Unimpaired	No (presumed to accept)
GD Class 5.1 – General Unsecured Claims	Impaired	Yes
GD Class 6 – Debtor Intercompany Claims	Unimpaired/Impaired	No (deemed to accept/reject)
GD Class 7 – Equity Interests	Unimpaired	No (deemed to accept)

3.3 **Rotech Plan**

3.3.1 **Rotech Class 1 – Non-Tax Priority Claims**

- (a) **Classification:** Rotech Class 1 consists of all Non-Tax Priority Claims against Rotech.
- (b) **Treatment:** On the Effective Date, each holder of an Allowed Non-Tax Priority Claim against Rotech shall receive Cash in an amount equal to the Allowed amount of its Claim.
- (c) **Voting:** Rotech Class 1 is Unimpaired by the Rotech Plan. Rotech Class 1 and each holder of an Allowed Non-Tax Priority Claim against Rotech are conclusively presumed to have accepted the Rotech Plan. Holders of Allowed Non-Tax Priority Claims are not entitled to vote to accept or reject the Rotech Plan.

3.3.2 **Rotech Class 2 – First Lien Claims**

- (a) **Classification:** Rotech Class 2 consists of all First Lien Claims against Rotech.
- (b) **Treatment:** The First Lien Claims shall be Allowed Secured Claims. On the Effective Date, each holder of an Allowed First Lien Claim against Rotech shall receive its Pro Rata Share of the Amended First Lien Term Loan.
- (c) **Voting:** Rotech Class 2 is Impaired by the Rotech Plan. Rotech Class 2 and each holder of an Allowed First Lien Claim against Rotech are entitled to vote to accept or reject the Rotech Plan.

3.3.3 **Rotech Class 3 – Second Lien Notes Claims**

- (a) **Classification:** Rotech Class 3 consists of all Second Lien Notes Claims against Rotech.
- (b) **Treatment:** The Second Lien Notes Claims shall be Allowed Secured Claims hereunder in the aggregate principal amount of \$[x]. On the Effective Date, each holder of an Allowed Second Lien Notes Claim against Rotech shall receive its Pro Rata Share of 100% of the Reorganized Rotech Common Stock, subject to dilution by the equity interests issued under the Management Equity Incentive Program; provided, however, if Rotech Class 5.1 votes to reject the Plan, in addition to the treatment described above in this section 3.3.3(b), each holder of Allowed Second Lien Note Claims shall receive its Pro Rata Share of \$2,620,000, (the

“Additional Consideration”), and shall distribute such funds as follows: (i) the holders of Allowed Second Lien Notes Claims that vote to accept the Plan shall transfer their Pro Rata Shares of the Additional Consideration to the holders of Allowed Equity Interests in Rotech (the “Accepting Second Lien Noteholders Share”); and (ii) the holders of Allowed Second Lien Notes Claims that do not vote to accept the Plan shall retain their Pro Rata Shares of the Additional Consideration.

- (c) Voting: Rotech Class 3 is Impaired by the Rotech Plan. Rotech Class 3 and each holder of an Allowed Second Lien Notes Claim against Rotech are entitled to vote to accept or reject the Rotech Plan.

3.3.4 Rotech Class 4 – Other Secured Claims

- (a) Classification: Rotech Class 5 consists of all Other Secured Claims against Rotech.
- (b) Treatment: At the Debtors’ election, to be filed with the Bankruptcy Court no later than fourteen (14) Business Days before the Confirmation Hearing, each holder of an Allowed Other Secured Claim against Rotech shall either (x) be reinstated in accordance with Bankruptcy Code section 1124 on the Effective Date, (y) be treated in accordance with Bankruptcy Code section 1129(b)(2)(A)(i), (ii), or (iii) on the Effective Date, or (z) with the prior written consent of the Consenting Noteholders, be paid in full in Cash, including the payment of any interest required to be paid under Bankruptcy Code section 506(b), on the Effective Date or as soon thereafter as reasonably practicable or, if payment is not then due, in accordance with the payment terms of any applicable agreement.
- (c) Voting: Rotech Class 4 is Impaired by the Rotech Plan. Rotech Class 4 and each holder of an Allowed Other Secured Claim against Rotech are entitled to vote to accept or reject the Rotech Plan.

3.3.5 Rotech Class 5 – Qualified Claims

- (a) Classification: Rotech Class 5 consists of all Qualified Claims against Rotech.
- (b) Treatment: On the Effective Date, except to the extent that a holder of an Allowed Qualified Claims against Rotech agrees to less favorable treatment of such Allowed Qualified Claims, each holder of an Allowed Qualified Claims against Rotech shall

receive Cash in an amount equal to the Allowed amount of its Claim.

- (c) Voting: Rotech Class 5 is Unimpaired by the Rotech Plan. Rotech Class 5 and each holder of an Allowed Qualified Claim against Rotech are conclusively presumed to have accepted the Rotech Plan. Holders of Allowed Qualified Claims against Rotech are not entitled to vote to accept or reject the Rotech Plan.

3.3.6 Rotech Class 5.1 – General Unsecured Claims

- (a) Classification: Rotech Class 5.1 consists of all General Unsecured Claims against Rotech.
- (b) Treatment: The Second Lien Notes Deficiency Claims shall be Allowed Secured Claims hereunder in the aggregate principal amount of \$[x]. On the Effective Date, each holder of an Allowed General Unsecured Claim against Rotech (other than holders of a Second Lien Notes Deficiency Claims) shall receive Cash in an amount equal to (i) if the aggregate amount of Allowed General Unsecured Claims (other than Second Lien Notes Deficiency Claims) in Rotech Class 5.1 and each GD Class 5.1 does not exceed \$2,500,000, 100% of the Allowed amount of its Claim and (ii) if the aggregate amount of Allowed General Unsecured Claims (other than Second Lien Notes Deficiency Claims) in Rotech Class 5.1 and each GD Class 5.1 exceeds \$2,500,000, its Pro Rata Share of \$2,500,000 (it being understood that for purposes of this clause (ii) the denominator of the fraction calculated pursuant to the definition “Pro Rata Share” shall exclude the Second Lien Notes Deficiency Claims); provided, however, (x) if Rotech Class 5.1 or any GD Class 5.1 rejects the applicable Plan, there shall be no Distribution to Rotech Class 5.1 and holders of Allowed General Unsecured Claims against Rotech; and (y) if Rotech Class 5.1 and each GD Class 5.1 vote to accept the applicable Plan and the fees and expenses for any professionals retained pursuant to a Bankruptcy Court order to represent a statutory committee exceeds \$300,000 and such professionals seek reimbursement for such fees and expenses from any of the Debtors’ estates, the holders of Second Lien Notes Deficiency Claims shall receive Distributions under this Rotech Class 5.1 and each applicable GD Class 5.1 on account of such Claims (it being understood that for purposes of this clause (y) the denominator of the fraction calculated pursuant to the definition “Pro Rata Share” shall include the Second Lien Notes Deficiency Claims).
- (c) Voting: Rotech Class 5.1 is Impaired by the Rotech Plan. Rotech Class 5.1 and each holder of an Allowed General Unsecured Claim

(including, for the avoidance of doubt, each holder of Second Lien Notes Deficiency Claim) against Rotech are entitled to vote to accept or reject the Rotech Plan.

3.3.7 Rotech Class 6 – Debtor Intercompany Claims

- (a) Classification: Rotech Class 6 consists of all Debtor Intercompany Claims against Rotech.
- (b) Treatment: On and as of the Effective Date, Allowed Debtor Intercompany Claims against Rotech shall, at the Reorganized Rotech's option, be reinstated in accordance with Bankruptcy Code section 1124 or cancelled, and, in each case, no Distribution shall be made on account of such Debtor Intercompany Claims.
- (c) Voting: Each Debtor Intercompany Claim in Rotech Class 6 is either Unimpaired or Impaired by the Rotech Plan. Each holder of an Allowed Debtor Intercompany Claim against Rotech is conclusively presumed to have either accepted or rejected the Rotech Plan. Holders of Allowed Debtor Intercompany Claims against Rotech are not entitled to vote to accept or reject the Rotech Plan.

3.3.8 Rotech Class 7 – Equity Interests

- (a) Classification: Rotech Class 7 consists of all Equity Interests in Rotech.
- (b) Treatment: On the Effective Date, all Equity Interests in Rotech will be canceled and extinguished, and each holder of an Allowed Equity Interest in Rotech shall receive Cash equal to ten (10) cents per share (provided the total amount paid on account of such Allowed Equity Interests in Rotech does not exceed \$2,620,000). To the extent the total amount of shares representing all Equity Interests in Rotech exceeds 26.2 million common equity shares outstanding, each holder of an Allowed Equity Interest in Rotech shall receive its Pro Rata Share of \$2,620,000; provided, however, that if a Class senior to Rotech Class 7 rejects the Rotech Plan, each holders of an Allowed Equity Interest in Rotech shall receive its Pro Rata Share of the Accepting Second Lien Noteholders Share; provided, further, that if the Bankruptcy Court does not allow payment of the Accepting Second Lien Noteholder Share in accordance with this section 3.3.8 by gift or otherwise, the Distribution to Rotech Class 7 and holders of Allowed Equity Interests in Rotech shall be zero.

- (c) Voting: Rotech Class 7 is Impaired by the Rotech Plan. Rotech Class 7 and each holder of an Allowed Equity Interest in Rotech are entitled to vote to accept or reject the Rotech Plan.

3.4 **GD PLANS**

3.4.1 GD Class 1 – Non-Tax Priority Claims

- (a) Classification: GD Class 1 consists of all Non-Tax Priority Claims against the applicable Guarantor Debtor.
- (b) Treatment: On the Effective Date, each holder of an Allowed Non-Tax Priority Claim against the applicable Guarantor Debtor shall receive Cash in an amount equal to the Allowed amount of such Claim.
- (c) Voting: GD Class 1 is Unimpaired by the applicable GD Plan. GD Class 1 and each holder of an Allowed Non-Tax Priority Claim against the applicable Guarantor Debtor are conclusively presumed to have accepted the applicable GD Plan. Holders of Non-Tax Priority Claims against the applicable Guarantor Debtor are not entitled to vote to accept or reject the applicable GD Plan.

3.4.2 GD Class 2 – First Lien Guaranty Claims

- (a) Classification: GD Class 2 consists of all First Lien Guaranty Claims against the applicable Guarantor Debtor.
- (b) Treatment: The First Lien Guaranty Claims shall be Allowed Claims. On the Effective Date, each holder of an Allowed First Lien Guaranty Claim against the applicable Guarantor Debtor shall receive an Amended First Lien Term Loan Guaranty.
- (c) Voting: GD Class 2 is Impaired by the applicable GD Plan. GD Class 2 and each holder of an Allowed First Lien Guaranty Claim against the applicable Guarantor Debtor are entitled to vote to accept or reject the applicable GD Plan.

3.4.3 GD Class 3 – Second Lien Notes Guaranty Claims

- (a) Classification: GD Class 3 consists of all Second Lien Notes Guaranty Claims against the applicable Guarantor Debtor.
- (b) Treatment: The Second Lien Notes Guaranty Claims shall be Allowed Claims. On the Effective Date, each holder of a Second Lien Notes Guaranty Claim against the applicable Guarantor Debtor shall receive the Distribution and treatment set forth in section 3.3.3 of this Plan to the extent such Claim is a Secured

Claim and the Distribution and treatment set forth in section 3.3.6 to the extent such Claim is a General Unsecured Claim.

- (c) Voting: GD Class 3 is Impaired by the applicable GD Plan. GD Class 3 and each holder of an Allowed Second Lien Notes Guaranty Claim against the applicable Guarantor Debtor are entitled to vote to accept or reject the applicable GD Plan.

3.4.4 GD Class 4 – Other Secured Claims

- (a) Classification: GD Class 4 consists of all Other Secured Claims against the applicable Guarantor Debtor.
- (b) Treatment: On the Effective Date, each holder of an Allowed Other Secured Claim against the applicable Guarantor Debtor shall receive the Distribution and treatment set forth in section 3.3.4 of this Plan.
- (c) Voting: GD Class 4 is Impaired by the applicable GD Plan. Holders of Allowed Other Secured Claims against the applicable Guarantor Debtor are entitled to vote to accept or reject the applicable GD Plan.

3.4.5 GD Class 5 – Qualified Claims

- (a) Classification: GD Class 5 consists of all Qualified Claims against the applicable Guarantor Debtor.
- (b) Treatment: On the Effective Date, except to the extent that a holder of an Allowed Qualified Claim against the applicable Guarantor Debtor agrees to less favorable treatment of such Allowed Qualified Claim, each holder of an Allowed Qualified Claim against the applicable Guarantor Debtor shall receive (without duplication) Cash in an amount equal to the Allowed amount of its Claim.
- (c) Voting: GD Class 5 is Unimpaired by the applicable GD Plan. GD Class 5 and each holder of Allowed Qualified Claims are conclusively presumed to have accepted the applicable GD Plan. Holders of Allowed Qualified Claims against the applicable Guarantor Debtor are not entitled to vote to accept or reject the applicable GD Plan.

3.4.6 GD Class 5.1 – General Unsecured Claims

- (a) Classification: GD Class 5.1 consists of all General Unsecured Claims against the applicable Guarantor Debtor.

- (b) Treatment: On the Effective Date, each holder of an Allowed General Unsecured Claim against the applicable Guarantor Debtor (other than holders of a Second Lien Notes Deficiency Claims) shall receive Cash in an amount equal to (i) if the aggregate amount of Allowed General Unsecured Claims (other than Second Lien Notes Deficiency Claims) in Rotech Class 5.1 and each GD Class 5.1 does not exceed \$2,500,000, 100% of the Allowed amount of its Claim and (ii) if the aggregate amount of Allowed General Unsecured Claims (other than Second Lien Notes Deficiency Claims) in Rotech Class 5.1 and each GD Class 5.1 exceeds \$2,500,000, its Pro Rata Share of \$2,500,000 (it being understood that for purposes of this clause (ii) the denominator of the fraction calculated pursuant to the definition “Pro Rata Share” shall exclude the Second Lien Notes Deficiency Claims); provided, however, (x) if Rotech Class 5.1 or any GD Class 5.1 rejects the applicable Plan, there shall be no Distribution to any GD Class 5.1 and holders of Allowed General Unsecured Claims against the applicable Guarantor Debtor; and (y) if Rotech Class 5.1 and each GD Class 5.1 vote to accept the applicable Plan and if the fees and expenses for any professionals retained pursuant to a Bankruptcy Court order to represent a statutory committee exceeds \$300,000 and such professionals seek reimbursement for such fees and expenses from any of the Debtors, the Debtors’ estates or the Reorganized Debtors, the holders of Second Lien Notes Deficiency Claims shall receive Distributions under each applicable GD Class 5.1 and Rotech Class 5.1 on account of such Claims (it being understood that for purposes of this clause (y) the denominator of the fraction calculated pursuant to the definition “Pro Rata Share” shall include the Second Lien Notes Deficiency Claims).
- (c) Voting: Each GD Class 5.1 is Impaired by the applicable GD Plan. Each GD Class 5.1 and each holder of an Allowed General Unsecured Claim (including, for the avoidance of doubt, each holder of Second Lien Notes Deficiency Claim) against the applicable Guarantor Debtor are entitled to vote to accept or reject the applicable GD Plan.

3.4.7 GD Class 6 – Debtor Intercompany Claims

- (a) Classification: GD Class 6 consists of all Debtor Intercompany Claims against the applicable Guarantor Debtor.
- (b) Treatment: On and as of the Effective Date, Allowed Debtor Intercompany Claims against each applicable Guarantor Debtor shall, at the applicable Reorganized Guarantor Debtor’s option, be reinstated in accordance with Bankruptcy Code section 1124 or

cancelled, and, in each case, no Distribution shall be made on account of such Debtor Intercompany Claims.

- (c) Voting: Each Debtor Intercompany Claim in GD Class 6 is either Unimpaired or Impaired by the applicable GD Plan. Each holder of Allowed Debtor Intercompany Claims against the applicable Guarantor Debtor is either deemed to have accepted or rejected the applicable GD Plan. Holders of Allowed Debtor Intercompany Claims against any applicable Reorganized Guarantor Debtor are not entitled to vote to accept or reject the applicable GD Plan.

3.4.8 GD Class 7 – Equity Interests

- (a) Classification: GD Class 7 consists of all Equity Interests in the applicable Guarantor Debtor.
- (b) Treatment: On the Effective Date, all Equity Interests in the applicable Guarantor Debtor will be reinstated.
- (c) Voting: GD Class 7 is Unimpaired by the applicable GD Plan. GD Class 7 and each holder of an Allowed Equity Interest in the applicable Guarantor Debtor are conclusively presumed to have accepted the applicable GD Plan. Holders of Allowed Equity Interests in the applicable Guarantor Debtor are not entitled to vote.

ARTICLE IV

MEANS OF EXECUTION OF PLAN

4.1 Separate Plans. For purposes of voting on this Plan and receiving Distributions under this Plan, votes will be tabulated separately for each Debtor's Plan and Distributions will be made to each separate Class as provided in such Debtor's Plan, as set forth in Article III of this Plan. A Claim against multiple Debtors, to the extent Allowed against each respective Debtor, shall be treated as a separate Claim against each such Debtor for all purposes (including, but not limited to, voting and Distributions).

4.2 No Double Payment of Claims. To the extent that a Claim is Allowed against more than one Debtor's estate, the holder of an Allowed Claim against more than one Debtor may recover Distributions from all such co-obligor Debtors' estates until such holder has received payment in full on such Allowed Claim. No holder of an Allowed Claim shall be entitled to receive more than payment in full, without postpetition interest, of its Allowed Claim and such Claim shall be administered and treated in the manner provided by this Plan only until payment in full on such Allowed Claim.

4.3 Severability of Plans. A failure to confirm any one or more of the Debtor's Plans shall not affect other Plans confirmed by the Bankruptcy Court; provided, however, that the Debtors reserve the right to withdraw any and all Plans prior to rulings on their respective confirmations.

4.4 Continued Corporate Existence. Subject to the restructuring transactions contemplated by this Plan, each of the Debtors will continue to exist after the Effective Date as a separate entity, with all powers of a corporation, limited liability company, or partnership, as the case may be, under applicable law in the jurisdiction in which each applicable Debtor is incorporated or otherwise formed and pursuant to its certificate of incorporation and bylaws or other Governance Documents in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws or other Governance Documents are amended and restated or otherwise revised pursuant to this section 4.4 and section 8.4 of this Plan, to comply with Bankruptcy Code section 1123(a)(6) or otherwise, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date.

4.5 Formation and Corporate Structure.

4.5.1 Corporate Structure. On the Effective Date, Reorganized Rotech will continue to exist as the parent holding company of the Reorganized Guarantor Debtors and shall own 100% of each of the Reorganized Guarantor Debtors directly or indirectly. The shares owned by Reorganized Rotech in each of the Reorganized Guarantor Debtors shall be used to recreate the same organizational structure that existed on the Commencement Date, or as otherwise directed by the Consenting Noteholders.

4.5.2 Issuance and Distribution of Reorganized Rotech Common Stock. On the Effective Date, the existing common stock of Rotech will be canceled and extinguished, and Reorganized Rotech will issue the Reorganized Rotech Common Stock to holders of the Second Lien Notes Claims.

4.6 Form of Securities to be Issued; Exemption from Registration. Unless otherwise agreed to by the Reorganized Debtors, all shares of Reorganized Rotech will be non-certificated. In reliance upon Bankruptcy Code section 1145(a), at the time of issuance, none of the securities issued in connection with this Plan will be registered under section 5 of the Securities Act of 1933, as amended, or any state or local law requiring registration for the offer or sale of securities. In addition, except as provided in the Stockholders Agreement, none of the securities issued in connection with this Plan will be listed on a securities exchange. Rotech will not participate in making a market (or facilitate making a market) in any such securities. The Stockholders Agreement shall be deemed effective and binding upon each person or entity that is or becomes a holder of shares of Reorganized Rotech Common Stock, and each such person or entity shall, upon its receipt of such shares, be deemed to be a party to the Stockholders Agreement as a Stockholder (as defined in the Stockholders Agreement) or an Employee Stockholder (as defined in the Stockholders Agreement), as applicable, for all purposes thereunder, irrespective of whether such person or entity is or becomes a signatory thereto.

4.7 Certain Tax Treatment. Net Operating Loss Treatment: To the extent section 382(l)(5) of the Tax Code provides an exception to the general rule of section 382(a) of the Tax Code and such exception is available, Rotech will, in consultation with the Consenting Noteholders, determine on or before the date that such election must be made whether it intends to utilize the exception in section 382(l)(5) of the Tax Code or it intends to elect out of the exception.

4.8 Cancellation of Existing Securities and Agreements. On the Effective Date, except as otherwise specifically provided for in this Plan, the obligations of the Debtors under the Term Loan Agreement, the Second Lien Indenture, and any other Certificate, Equity Security, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest (other than any Claim or Equity Interest that is reinstated by this Plan pursuant to section 1124 of the Bankruptcy Code or created by this Plan) shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order, or rule, and the obligations of that Debtor under those documents, agreements, or instruments, and any liens or Claims for diminution granted to the Term Lenders, Term Agent, the First Lien Noteholders, the Second Lien Noteholders and the Trustees pursuant to the DIP Order, shall be discharged; provided, however, notwithstanding the foregoing, any indenture or other agreement that governs the rights of the holder of a Claim or Equity Interest shall continue in effect solely for purposes of allowing that holder to receive Distributions under this Plan.

4.9 Qualified Claims. Each holder of an Allowed Claim in amount less than or equal to \$5,000 shall not be required to execute and deliver a New Rotech Supplier Credit Agreement to the Reorganized Debtors to receive the treatment provided under section 3.3.5 or section 3.4.5 hereof, as applicable; provided, that each such holder indicates on its Ballot that in consideration for its Allowed Claim receiving the treatment provided under section 3.3.5 or section 3.4.5 of this Plan, as applicable, such holder elects to be bound to a New Rotech Supplier Credit Agreement in form to be filed by the Debtors with the Plan Supplement (which form shall be satisfactory to the Consenting Noteholders in all respects).

4.10 Sources of Consideration for Plan Distributions. Except as otherwise provided in this Plan or the Confirmation Order, all consideration necessary for the Reorganized Debtors to make payments pursuant to this Plan shall be obtained from the existing Cash balances of the Debtors, the proceeds of the Exit Financing, and the operations of the Debtors or the Reorganized Debtors. The Reorganized Debtors may also make such payments using Cash received from their subsidiaries through the Reorganized Debtors' consolidated cash management systems.

4.11 Preservation of Rights of Action; Settlement. Except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims, Disputed Claims, rights, Causes of Action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their estates may hold against any Person, without the approval of the Bankruptcy Court, subject to

the terms of section 6.2 and 9.6 hereof, the Confirmation Order, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. The Reorganized Debtors or their successor(s) may pursue such retained Claims, rights, Causes of Action, suits or proceedings, as appropriate, in accordance with the best interests of the Reorganized Debtors or their successor(s) who hold such rights.

4.12 Exit Financing. Subject to, and upon the occurrence of, the Effective Date, and without further notice to or order or other approval of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any person or entity (including the Boards of Directors of the Debtors or Reorganized Debtors), except for the Confirmation Order and as otherwise required by the Exit Financing Documents, the Reorganized Debtors shall, and are authorized to, enter into and perform and receive the proceeds of the Exit Financing, and to execute and deliver the Exit Financing Documents, in each case consistent with the terms of this Plan and to the extent different from this Plan, then on terms and conditions acceptable to the Exit Financing Arrangers, the Consenting Noteholders and the Reorganized Debtors; provided, however, that the provision(s) of the Confirmation Order and the Plan Documents, including but not limited to the Plan, Plan Supplement and any amendment, modification or supplement thereto, [shall be subject to the approval of the Exit Financing Arrangers only to the extent such provisions materially adversely affect any of the rights and interests of any or all of the Entities in the Exit Financing Group in their capacities as such (as determined in good faith by the Exit Financing Arrangers)]. Confirmation of this Plan shall be deemed (i) approval of the Exit Financing, the Exit Financing Documents, and all transactions in connection with the Exit Financing, and all actions to be taken, undertaking to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (ii) authorization of the Reorganized Debtors to enter into and execute the Exit Financing Documents and such other documents as the Exit Financing Arrangers may require to effectuate the Exit Financing, subject to such modifications as the Reorganized Debtors and the Exit Financing Arrangers may mutually agree are necessary or appropriate to effectuate the Exit Financing. The Exit Financing Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Financing Documents are being extended, and shall be deemed to have been extended in good faith, for legitimate business purposes, are reasonable, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Financing Documents (i) shall be deemed to be approved, (ii) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Financing Documents, (iii) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Financing Documents, and (iv) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the persons and entities granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law

(whether domestic or foreign) that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be reasonably necessary under applicable law to give notice of such Liens and security interests to third parties. To the extent that the DIP Agents, the Term Agent, the First Lien Notes Trustee, the Second Lien Notes Trustee, or the holders of any Secured Claim (including, without limitation, the DIP Lenders, the holders of the Term Loan, the holders of First Lien Notes and the holders of Second Lien Notes) or any agent for any such holders, has filed or recorded publicly any Liens and/or security interests to secure any Secured Claim, then as soon as practicable on or after the Effective Date, the DIP Agents, the Term Agent, the First Lien Notes Trustee, the Second Lien Notes Trustee or the holder of any Secured Claim (or the agent for such holder), as the case may be, shall take any and all steps reasonably requested by any or all of the Debtors, the Reorganized Debtors, the Exit Financing Arrangers and the administrative agents under the Exit Financing that are necessary to cancel, extinguish or modify as applicable, such publicly-filed Liens and/or security interests, it being understood that, in each case, all costs and expenses in connection therewith shall be paid by the Debtors or Reorganized Debtors. Notwithstanding anything to the contrary in the Confirmation Order or this Plan, the Bankruptcy Court's retention of jurisdiction shall not be exclusive in respect of any disputes or claims arising or asserted under, or any enforcement action or rights or remedies taken or exercised in connection with, the Exit Financing Documents after the Effective Date.

ARTICLE V

VOTING AND DISTRIBUTIONS UNDER THE PLAN

5.1 Impaired Classes to Vote. Except to the extent a Class of Claims or Equity Interests is deemed to have accepted or rejected this Plan, each holder of a Claim or Equity Interest in an Impaired Class as of the Voting Record Date shall be entitled to vote to accept or reject this Plan as provided in such order as is entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject this Plan, or any other order or orders of the Bankruptcy Court.

5.2 Acceptance by Class of Claims. An Impaired Class of Claims shall have accepted a Plan if the Plan is accepted by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have voted to accept or reject the Plan. Unimpaired Classes are conclusively presumed to have accepted the Plan.

5.3 Elimination of Vacant Classes. Any Class of Claims or Equity Interests that does not have a Claim or Equity Interest as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for all purposes.

5.4 Nonconsensual Confirmation. With respect to each Impaired Class of Claims that is deemed to reject the Plan or rejects the Plan, the Debtors will request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code.

5.5 Distributions Under the Plan. Whenever any Distribution to be made pursuant to this Plan shall be due on a day other than a Business Day, the Distribution shall instead be made, without interest, on the immediately succeeding Business Day, but shall be deemed to have been made on the date due. The Distributions shall be made to the holders of Allowed Claims or Allowed Equity Interests as of the Distribution Record Date.

5.5.1 Distribution Record Date. As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the Debtors or their respective agents, shall be deemed closed, and there shall be no further changes in the record holders of any of the Claims or Equity Interests. The Debtors or the Reorganized Debtors shall have no obligation to recognize any transfer of the Claims or Equity Interests occurring on or after the Distribution Record Date.

5.5.2 Distribution Deadlines. Any Distribution to be made by the Disbursing Agent pursuant to a Plan shall be deemed to have been timely made in accordance with the Distributions specified in Article III of this Plan. No interest shall accrue or be paid with respect to any Distribution as a consequence of the Distribution not having been made on the Distribution Date.

5.5.3 Minimum Distribution Limitation. If the aggregate value of the Distribution to be made on the Distribution Date is less than \$[____], such Distribution may, at the discretion of the Reorganized Debtors, be withheld for Distribution until the next Distribution Date; provided, however, that if such Distribution (i) is to be made to the holder of a Claim Allowed after the immediately preceding Distribution Date, as a result of resolving a dispute over such Claim or (ii) is the final Distribution to be made under this Plan, such minimum Distribution limitation shall not apply, and the Disbursing Agent shall make the Distribution notwithstanding that the aggregate value of the Distribution may be less than the minimum distribution limitation.

5.6 Delivery of Distributions. Subject to Bankruptcy Rule 9010, all Distributions to any holder of an Allowed Claim and Allowed Equity Interest shall be made to the Disbursing Agent, who shall transmit such Distribution to the applicable holders of Allowed Claims and Allowed Equity Interests. If any Distribution to any holder is returned as undeliverable, the Disbursing Agent shall use reasonable efforts to determine the current address of such holder, but no further Distributions shall be made to such holder unless and until such Disbursing Agent is notified in writing of such holder's then-current address, at which time all currently-due, missed Distributions shall be made to such holder as soon as reasonably practicable thereafter without interest; provided, however, that such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date, and after such date, all unclaimed property or interest in property shall revert to the Reorganized Debtors, and the Claim or Equity Interest of any other holder to such property or interest in property shall be discharged and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary.

5.6.1 Distributions to Holders of Allowed Term Lender Claims. Distributions under this Plan to holders of Allowed Term Lender Claims shall be made by the Reorganized Debtors to the Term Agent, which, in turn, shall make the Distributions to the Term Lender. Upon

delivery by the Reorganized Debtors of the Distributions in conformity with Article III hereof to the Term Agent, the Reorganized Debtors shall be released of all liability with respect to the delivery of such Distributions.

5.6.2 Distributions of Reorganized Rotech Common Stock. The Reorganized Rotech Common Stock shall be issued in book-entry form only and held through participants (including securities brokers and dealers, banks, trust companies, clearing corporations, and other financial organizations) of DTC, as depositary. Except as noted below, the Reorganized Rotech Common Stock shall not be certificated or issued in registered form. Except as noted below, to receive Reorganized Rotech Common Stock, each holder of an Allowed Second Lien Notes Claim, respectively, shall be required to designate a direct participant in DTC with whom the holder has an account. The holder's Pro Rata Share of the Reorganized Rotech Common Stock may be credited into that account or accounts, and in the case of the Second Lien Notes already held through DTC the deliveries will automatically be made through DTC at the direction of the Second Lien Notes Trustee. For as long as DTC serves as depositary for the Reorganized Rotech Common Stock, the Second Lien Notes Trustee shall be fully protected and incur no liability to any holder of the Reorganized Rotech Common Stock, any transferee (or purported transferee) thereof, or any other Entity. If DTC is unwilling or unable to continue as depositary for the Reorganized Rotech Common Stock and the Reorganized Debtors have not appointed a successor depositary within ninety (90) days of becoming aware that DTC is unwilling or unable to continue as depositary for the Reorganized Rotech Common Stock, the Reorganized Debtors shall exchange the book-entry Reorganized Rotech Common Stock held through participants of DTC for certificated Reorganized Rotech Common Stock. If any Distribution of Reorganized Rotech Common Stock to a holder of an Allowed Second Lien Notes Claim is undeliverable, then at the expiration of one (1) year from the Effective Date the undeliverable Distributions shall be deemed unclaimed property and shall be treated in accordance with section 5.16 of this Plan.

5.7 Distributions to Holders of Allowed Equity Interests. Cash Distributions to holders of Allowed Equity Interests in Rotech shall be issued through participants (including securities brokers and dealers, banks, trust companies, clearing corporations and other financial organizations) of DTC, as depositary.

5.8 Manner of Payment Under the Plan. Unless the Entity receiving a payment agrees otherwise, any payment in Cash to be made by the Disbursing Agent shall be made by check drawn on a domestic bank or by automated clearing house transfer.

5.9 Disbursing Agent. All Distributions hereunder shall be made by the Disbursing Agent (or such other entity designated by the Disbursing Agent), on or after the Effective Date, or as otherwise provided herein. No Disbursing Agent hereunder shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

5.10 Powers of Disbursing Agent. A Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties hereunder, (b) make all Distributions contemplated hereby and (c) exercise

such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or are reasonably required to implement the provisions hereof.

5.11 Expenses of the Disbursing Agent. Except as otherwise ordered by the Bankruptcy Court, any reasonable fees and expenses incurred by the Disbursing Agent acting in such capacity (including taxes and reasonable attorneys' fees and expenses) on or after the Effective Date shall be paid in Cash by the Reorganized Debtors in the ordinary course of business.

5.12 Time Bar to Cash Payments. Checks issued by the Disbursing Agent in respect of any Distribution of Cash made on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days from and after the date of issuance thereof. Requests for re-issuance of any check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of a voided check shall be made on or before the later of (a) the first anniversary of the Effective Date, or (b) 90 days after the date of issuance if the check represents a final Distribution. After that date, all remaining Claims in respect of voided checks shall be discharged and forever barred and the applicable Reorganized Debtor shall retain all related monies as unclaimed property under section 5.16.

5.13 No Payment of Postpetition Interest on Allowed General Unsecured Claims, Allowed Qualified Claims and Cure Amounts. Unless otherwise specifically provided by this Plan, the Confirmation Order or any order of the Bankruptcy Court, no postpetition interest shall be paid on Allowed General Unsecured Claims, Allowed Qualified Claims and Cure Amounts; provided, however, if an executory contract or unexpired lease provides for an applicable contract interest rate, which the holder of such contract or lease timely asserts in objecting to the Debtors' notice pursuant to section 7.2 of this Plan, then interest shall be calculated at the contract interest rate, subject to the Debtors' right to object to any such asserted interest rate. For the avoidance of doubt, DIP Claims, Term Lender Claims and First Lien Notes Claims will, in each case, accrue and be paid postpetition interest in accordance with the terms set forth in the agreements governing DIP Claims, the Term Lender Claims and the First Lien Notes Claims, respectively.

5.14 Fractional Units. No Fractional shares of Reorganized Rotech Common Stock shall be issued or distributed under this Plan and no Cash shall be distributed in lieu of such fractional shares. When any Distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of Reorganized Rotech Common Stock that is not a whole number, the actual distribution of shares of Reorganized Rotech Common Stock shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of Reorganized Rotech Common Stock to be distributed to holders of Allowed Claims shall be adjusted as necessary to account for the foregoing rounding.

5.15 Setoffs. The Debtors and the Reorganized Debtors may, but shall not be required to, set off against any Claim (for purposes of determining the Allowed amount of such Claim on which Distribution shall be made), any claims of any nature whatsoever that the Debtors or the

Reorganized Debtors may have against the holder of such Claim; provided, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claim the Debtors or the Reorganized Debtors may have against the holder of such Claim.

5.16 Unclaimed Property. All Distributions under this Plan unclaimed for a period of three hundred and sixty-five (365) days after the applicable Distribution Date shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall vest in the applicable Reorganized Debtor, and any entitlement of any holder of any Claim to those Distributions shall be extinguished and forever barred.

5.17 Distributions After Effective Date. Distributions made after the Effective Date pursuant to section 6.8 hereof to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date for distribution purposes.

5.18 Allocation of Distributions Between Principal and Interest. Except as otherwise provided in this Plan, to the extent that any Allowed Claim entitled to a Distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such Distribution shall be allocated to the accrued but unpaid interest first and then to the principal amount (as determined for federal income tax purposes) of the Claim.

5.19 Minimum Distributions. Except with respect to Distributions on account of Allowed Equity Interests, no payment of Cash in less than \$100 shall be made to any holder of an Allowed Claim unless a request is made in writing to the Disbursing Agent.

ARTICLE VI

PROCEDURES FOR DISPUTED CLAIMS

6.1 Cure Amounts and Claim Determinations. (a) All Claims against the Debtors that result from the Debtors' rejection of an executory contract or unexpired lease, (b) disputes regarding the amount of any Cure Amount pursuant to section 365 of the Bankruptcy Code and (c) Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

6.2 Objections to Claims; Prosecution of Disputed Claims.

6.2.1 Except insofar as a Claim is Allowed under this Plan, only the Debtors and the Reorganized Debtors shall be entitled to object to Claims. Unless resolved by settlement between the applicable Debtor and the holder of a Claim, all objections filed and prosecuted by the Debtors or Reorganized Debtors shall be litigated to Final Order by the Debtors or Reorganized Debtors, as applicable.

6.2.2 Unless otherwise provided in this Plan or ordered by the Bankruptcy Court, all objections to Claims shall be served and filed on or before one hundred and eighty

(180) days after the Effective Date, as may be extended before or after the running of the one hundred and eighty (180) days by order of the Bankruptcy Court after notice and a hearing.

6.3 Reserve Account for Disputed Claims. On and after the Effective Date, the Disputed Claims Reserve shall hold Cash in an aggregate amount sufficient to pay all holders of Disputed Claims the Distributions in Cash they would have been entitled to receive under this Plan if all their Claims had been Allowed Claims on the Effective Date, net of any taxes imposed on the Disputed Claims Reserve or otherwise payable by the Disputed Claims Reserve. The Cash to be held in the Disputed Claims Reserve shall be held and deposited by the Disbursing Agent in a segregated interest-bearing reserve account. Distributions reserved on account of any Disputed Claim shall be distributed to the extent it becomes an Allowed Claim so the holder thereof receives the Distributions it would have received had it been Allowed on the Effective Date, net of any taxes imposed on or otherwise payable by the Disputed Claims Reserve. Distributions on account of a Claim that becomes an Allowed Claim after the Effective Date shall be made on the next Distribution Date following (i) the entry of an order or judgment of the Bankruptcy Court or other applicable court of competent jurisdiction (including any appeal) allowing any Disputed Claim that has become a Final Order, (ii) the withdrawal of any objection to the Disputed Claim, or (iii) a settlement, compromise, or other resolution of the Disputed Claim.

6.4 No Recourse. Notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules or is Allowed in an amount for which after application of the payment priorities established by this Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the applicable Class, no holder of such Claim shall have recourse against the Disbursing Agent, the Debtors, the Reorganized Debtors, or any of their respective professionals, consultants, attorneys, advisors, officers, directors, or members or their successors or assigns, or any of their respective property. However, nothing in this Plan shall modify any right of a holder of a Claim under section 502(j) of the Bankruptcy Code.

6.5 Treatment of Disputed Claims Reserve for Federal Income Tax Purposes. Absent definitive guidance from the IRS or a contrary determination by a court of competent jurisdiction, the Disbursing Agent shall (i) treat the Disputed Claims Reserve as a disputed ownership fund for United States federal income tax purposes within the meaning of Treasury Regulations section 1.468B-9(b)(1) and (ii) to the extent permitted by applicable law, report consistently with the foregoing characterization for state and local income tax purposes. All holders of Disputed Claims shall report, for income tax purposes, consistently with the foregoing.

6.6 No Distributions Pending Allowance. If an objection to a Claim is filed as set forth in section 6.2 of this Plan, no Distribution provided under this Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

6.7 Distributions After Allowance. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a

Final Order, the Disbursing Agent shall provide to the holder of such Claim the Distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required under applicable bankruptcy law.

6.8 Distributions to Holders of Allowed Claims Following Disallowance of Disputed Claims. Subject to the minimum Distribution limitation set forth in section 5.5.3 of this Plan, on each Distribution Date following the Effective Date, Distributions held in the Disputed Claims Reserve on account of Disputed General Unsecured Claims and Disputed Qualified Claims that are (a) Disallowed, shall be distributed, net of any taxes imposed on the Disputed Claims Reserve or otherwise payable by the Disputed Claims Reserve, to the applicable Reorganized Debtor and (b) Allowed, shall be distributed, net of any taxes imposed on the Disputed Claims Reserve or otherwise payable by the Disputed Claims Reserve, to each holder of such Allowed Claim in accordance with this Plan. Any Distributions made on a Distribution Date following the Effective Date shall be made in the same manner as provided in section 5.5 of this Plan in respect of Effective Date Distributions.

6.9 Estimation of Claims. The Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Claim, including, but not limited to, contingent or unliquidated claims pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

6.10 Preservation of Claims and Rights to Settle Claims. Except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims, Disputed Claims, rights, Causes of Action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their estates may hold against any Person, without the approval of the Bankruptcy Court, subject to the terms of sections 6.2 and 9.6 hereof, the Confirmation Order, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. The Reorganized Debtors or their successor(s) may pursue such retained Claims, rights, Causes of Action, suits or proceedings, as appropriate, in accordance with the best interests of the Reorganized Debtors or their successor(s) who hold such rights.

ARTICLE VII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 General Treatment. Effective as of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties are hereby rejected, except for an executory contract or unexpired lease that (a) has previously been assumed or rejected pursuant to Final Order of the Bankruptcy Court, (b) is specifically designated as a contract or lease to be assumed on a schedule of contracts and leases filed and served prior to commencement of the Confirmation Hearing (which shall be in all respects in form and substance satisfactory to the Consenting Noteholders), (c) is the subject of a separate (i) assumption motion filed by the Debtors or (ii) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the date of the Confirmation Hearing, or (d) is the subject of a pending objection regarding assumption, proposed Cure Amount, “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) or other issues related to assumption of the contract or lease (a “Cure Dispute”).

7.2 Determination of Cure Disputes and Deemed Consent. Following the Commencement Date, the Debtors shall have served a notice on parties to executory contracts or unexpired leases to be assumed or rejected reflecting the Debtors’ intention to assume or reject such contracts or leases in connection with this Plan and, where applicable, setting forth the proposed Cure Amount (if any). The proposed Cure Amount for any executory contract or unexpired lease not listed on such notice shall be \$0.

To the extent that an objection to assumption, proposed Cure Amount, “adequate assurance of future performance,” or other issues related to assumption of the contract or lease shall have been filed within fifteen (15) days of service of notice of intent to assume or reject, and properly served on the Debtors with respect to the assumption of any contract or lease, then any Cure Dispute that was not scheduled for a hearing by the Bankruptcy Court on or before the date of the Confirmation Hearing shall be scheduled for a later date as may be determined by the Bankruptcy Court. Following resolution of a Cure Dispute by Final Order of the Bankruptcy Court, the contract or lease shall be deemed assumed effective as of the Effective Date, provided, however, that the Debtors reserve the right to reject any such contract or lease following entry of a Final Order of the Bankruptcy Court resolving any such Cure Dispute, by filing a notice indicating such rejection within five (5) Business Days of the entry of such Final Order.

7.3 Payment of Cure Amount and Effect of Assumption of Contracts and Leases. Subject to resolution of any Cure Dispute, any monetary amounts by which any executory contract and unexpired lease to be assumed hereunder is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors upon assumption thereof.

To the extent that an objection was not timely filed and properly served on the Debtors with respect to the assumption of an executory contract or unexpired lease, then the counterparty to such contract or lease shall be deemed to have consented to (i) the Cure Amount (*plus* postpetition interest calculated at the Federal Judgment Rate if the agreement provides for interest) proposed by the Debtors and (ii) the assumption of the applicable executory contract or unexpired lease, notwithstanding any provision of such contract that (a) prohibits, restricts or

conditions the transfer or assignment of such contract or (b) terminates or permits the termination of a contract as a result of any direct or indirect transfer or assignment of the rights of the Debtor under such contract or a change in the ownership or control of any Debtor or Reorganized Debtor contemplated by this Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or Reorganized Debtors or terminating or modifying such contract on account of transactions contemplated by this Plan.

Assumption of any executory contract or unexpired lease pursuant to this Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption. Any proofs of claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court or any other entity.

7.4 Rejection Claims. If the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to this Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages, if not heretofore evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors no later than thirty (30) days after (i) the date of entry of an order by the Bankruptcy Court approving such rejection, or (2) the date of the filing of a notice by the Debtors after the Effective Date indicating such rejection in accordance with section 7.2 hereof. The Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts not identified for assumption in the notice to be delivered pursuant to section 7.2 hereof.

7.5 Survival of the Debtors' Indemnification Obligations. Any obligations of the Debtors pursuant to their corporate charters, bylaws, or other organizational documents to indemnify current and former officers, directors, agents and/or employees with respect to all present and future actions or omissions, suits and proceedings against the Debtors or such directors, officers, agents and/or employees, based upon any act or omission occurring at or prior to the Effective Date for or on behalf of the Debtors shall not be discharged or impaired by confirmation of this Plan provided that the Reorganized Debtors shall not indemnify officers, directors, agents and/or employees of the Debtors for any Claims or Causes of Action arising out of or relating to any act or omission that is a criminal act or constitutes intentional fraud. All such obligations shall be deemed and treated as executory contracts assumed by the Debtors under this Plan and shall continue as obligations of the Reorganized Debtors. Any claim based on the Debtors' obligations herein shall not be a Disputed Claim or subject to any objection in either case by reason of section 502(e)(1)(B) of the Bankruptcy Code.

After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect as of Commencement Date, and all directors and officers of the Debtors who

served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and/or officers remain in such positions after the Effective Date.

7.6 Survival of Other Employment Arrangements. Except to the extent previously assumed or rejected by an order of the Bankruptcy Court entered on or before the Effective Date, all employee compensation and benefit plans entered into before or after the Commencement Date and not since terminated shall be deemed to be, and shall be treated as if they were, executory contracts assumed pursuant to this Plan. The Debtors' obligations under such plans and programs shall survive confirmation of this Plan, except for (a) executory contracts or employee benefit plans specifically rejected pursuant to this Plan (to the extent such rejection does not violate sections 1114 and 1129(a)(13) of the Bankruptcy Code) and (b) such executory contracts or employee benefit plans as have previously been rejected, are the subject of a motion to reject as of the Effective Date, or have been specifically waived by the beneficiaries of any employee benefit plan or contract. Notwithstanding anything in this section 7.6 to the contrary, any equity incentive plans of any of the Debtors, and any stock option, restricted stock or other equity agreements and any stock appreciation rights or similar equity incentives or equity based incentives or other obligations or liabilities the value of which depend on the price of, or distributions paid with respect to, equity securities, shall be cancelled as of the Effective Date and shall not give rise to any Allowed Claims and the Reorganized Debtors shall have no liability or responsibility in respect of such equity interests.

7.7 Insurance Policies. All insurance policies pursuant to which the Debtors have any obligations in effect as of the date of the Confirmation Order shall be deemed and treated as executory contracts pursuant to this Plan and shall be assumed by the respective Debtors and Reorganized Debtors and shall continue in full force and effect. All the Debtors' insurance policies shall revert in the Reorganized Debtors.

7.8 Workers' Compensation Programs. Except as otherwise expressly provided in this Plan, as of the Effective Date, the Debtors and the Reorganized Debtors shall continue to honor their obligations under (i) all applicable workers' compensation laws in states in which the Reorganized Debtors operate and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds and any other policies, programs and plans regarding or relating to workers' compensation and workers' compensation insurance. All such contracts and agreements are treated as executory contracts under this Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code, with a Cure Amount of \$0.

7.9 Reservation of Rights. Neither the exclusion nor inclusion of any contract or lease by the Debtors on any exhibit, schedule or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, will constitute an admission by the Debtors that any such contract or lease is or is not in fact an Executory Contract or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder. Nothing in this Plan shall waive, excuse, limit, diminish or otherwise alter any of the defenses, Claims, Causes of Action or other rights of the Debtors and the Reorganized Debtors under any executory or non executory contract or any unexpired or expired lease. Nothing in this Plan will increase, augment, or add to any of the duties, obligations, responsibilities or liabilities of the Debtors or

the Reorganized Debtors under any executory or non executory contract or any unexpired or expired lease.

ARTICLE VIII

CORPORATE GOVERNANCE AND MANAGEMENT OF REORGANIZED DEBTORS

8.1 Board of Directors and Management.

Board of Directors. Upon and following the Effective Date, the New Board and the boards of directors for each of the Reorganized Debtors shall be comprised of [five (5)] directors as determined by the Consenting Second Lien Noteholders. Such directors shall serve in accordance with applicable non-bankruptcy law. The members of the New Board and the new boards of each of the Reorganized Guarantor Debtors will be identified no later than the Confirmation Hearing in accordance with section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the terms of the current members of each of the boards of directors of the Debtors shall expire or sever.

Directors and Officers of the Reorganized Debtors. Except as otherwise provided in the Plan Supplement or as determined by the Consenting Second Lien Noteholders prior to the hearing on the Disclosure Statement, the officers of the respective Reorganized Debtors immediately before the Effective Date shall serve as the initial officers of each of the respective Reorganized Debtors on or after the Effective Date and in accordance with any employment agreement with the Reorganized Debtors and applicable non-bankruptcy law. After the Effective Date, the selection of officers of the Reorganized Debtors shall be as provided by their respective organizational documents. Prior to any hearing to approve the adequacy of any Disclosure Statement, the terms on which holders of Employment-Related Claims shall be employed by the Reorganized Debtors shall be disclosed.

8.2 Management Equity Incentive Plan. Subject only to the occurrence of the Effective Date, the Management Equity Incentive Plan shall be effective without any further action by the Reorganized Debtors. For the avoidance of doubt, the Management Equity Incentive Plan is an entirely post-Effective Date compensation plan and awards thereunder, to the extent earned, shall be made by the Reorganized Debtors after the Effective Date.

8.3 Merger/Dissolution/Consolidation. On the Effective Date or as soon as practicable thereafter and without need for any further action, the Reorganized Debtors may (i) cause any or all of the Debtors to be merged into one or more of the Reorganized Debtors, dissolved or otherwise consolidated, (ii) cause the transfer of assets between or among the Reorganized Debtors, or (iii) engage in any other transaction in furtherance of this Plan.

8.4 Amendment of Governance Documents. The respective Governance Documents of the Debtors shall be amended as of the Effective Date to be substantially in the form of the Reorganized Debtors' Certificate of Incorporation, the Reorganized Debtors' Bylaws and the Reorganized Debtors' LLC Agreement, as applicable. The Governance Documents are attached

as Schedules [____] of the Plan Supplement and contain provisions (i) prohibiting the issuance of non-voting equity securities, as required by section 1123(a)(6) of the Bankruptcy Code (subject to further amendment of such certificates or articles of incorporation and bylaws, or other Governance Documents, as permitted by applicable law), and (ii) effectuating the provisions of this Plan.

8.5 Corporate Action. On the Effective Date, the adoption of the Reorganized Debtors' respective amended Governance Documents shall be authorized and approved in all respects, in each case without further action under applicable law, regulation, order, or rule, including, without limitation, any action by the stockholders or directors of the Debtors or the Reorganized Debtors. All other matters provided under this Plan involving the corporate structure of the Reorganized Debtors or corporate action by the Reorganized Debtors shall be deemed to have occurred, be authorized, and shall be in effect without requiring further action under applicable law, regulation, order, or rule, including, without limitation, any action by the stockholders or directors of the Debtors or the Reorganized Debtors. Without limiting the foregoing, from and after the Confirmation Date, the Debtors or the Reorganized Debtors may take any and all actions deemed appropriate to consummate the transactions contemplated herein.

8.6 Corporate Authority of the Reorganized Debtors. On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary or appropriate to effectuate this Plan, including without limitation: (1) causing the Disbursing Agent to make Distributions under this Plan; (2) the execution and delivery of appropriate agreements or other documents of merger, consolidation, conversion, or reorganization containing terms that are consistent with the terms of this Plan and that satisfy the requirements of applicable law; (3) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of this Plan; (4) the execution and delivery of the Exit Financing Documents and the Amended First Lien Term Loan and any documents, agreements or instruments related thereto; and (5) the execution and filing of Governance Documents with the appropriate governmental authorities pursuant to applicable law.

ARTICLE IX

EFFECT OF CONFIRMATION

9.1 Revesting of Assets. Upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the estates of the Debtors shall vest in the Reorganized Debtors free and clear of all Claims, Liens, Encumbrances, charges, and other interests created prior to the Effective Date, except as provided in this Plan and this Plan Documents. Except as otherwise provided in this Plan, each of the Debtors, as Reorganized Debtors, shall continue to exist on and after the Effective Date as a separate legal entity with all of the powers available to such legal entity under applicable law, without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such

applicable law. From and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules in all respects as if there were no pending cases under the Bankruptcy Code, except as provided herein.

9.2 Binding Effect. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this Plan shall bind any holder of a Claim against, or Interest in, the Debtors, and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under this Plan and whether or not such holder has accepted this Plan.

9.3 Discharge of Claims and Termination of Interests. Except as otherwise provided in this Plan, effective as of the Effective Date: (a) all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Commencement Date, against the Debtors or any of their assets, property or estates shall be discharged without further notice or order; (b) this Plan shall bind all holders of Claims and Interests, notwithstanding whether any such holders failed to vote to accept or reject this Plan or voted to reject this Plan; (c) except as otherwise provided herein, all Claims and Interests shall be discharged and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all entities shall be enjoined from asserting against the Debtors, the Debtors' estates, the Reorganized Debtors, their successors and assigns and their assets and properties any other Claims or Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date. The definition of "Claims" in the Plan includes the Bankruptcy Code's definition, and also expands the definition to include all equitable rights, regardless of whether they give rise to rights to payment for breach of performance. Without limitation, rights of setoff and recoupment are discharged.

9.4 Term of Injunctions or Stays. Unless otherwise provided by court order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

9.5 Injunction Against Interference with Plan. From and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner, any suit, action or other proceeding, on account of or respecting any Claim, demand, liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to this Plan or the Confirmation Order.

9.6 Releases by the Debtors. **As of the Effective Date, and in consideration for good and valuable consideration, including the obligations of the Debtors under this Plan and the contributions of the Released Parties to facilitate and implement this Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, the Reorganized Debtors and the Estates from any and all Claims, obligations,**

rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, the Estates or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of this Plan, the Plan Support Agreement, the Exit Financing Documents, the DIP Documents, the solicitation of votes with respect to this Plan, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; except that nothing in this section shall be construed to release any party or entity from intentional fraud or criminal conduct as determined by Final Order.

9.7 Releases By Holders of Claims and Interests. As of the Effective Date, and in consideration for good and valuable consideration, including the obligations of the Debtors under this Plan and the contributions of the Released Parties to facilitate and implement this Plan, each holder of a Claim against any of the Debtors and each holder of Equity Interests, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of this Plan, the Plan Support Agreement, the Exit Financing Documents, the DIP Documents, the solicitation of votes with respect to this Plan, or any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; except that nothing in this section shall be construed to release any party or entity from intentional fraud or criminal conduct as determined by Final Order.

9.8 Exculpation. No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any claim, obligation, cause of action or liability for any claim in connection with or arising out of, the administration of the Chapter 11 Cases, the entry into the Plan Support Agreement, the Exit Financing Documents, the DIP Documents, and the consummation of the transactions contemplated therein, the negotiation and pursuit of this Plan, or the solicitation of votes for, or confirmation of, this Plan, the funding of this Plan, the

consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, and the issuance of securities under or in connection with this Plan or the transactions contemplated by the foregoing, except for willful misconduct or gross negligence, intentional fraud or criminal conduct, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties (and each of their respective affiliates, agents, directors, officers, employees, advisors and attorneys) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan, including the issuance of securities thereunder.

9.9 Solicitation of Acceptances of this Plan. The Debtors (a) shall be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation and (b) and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under this Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or the offer and issuance of any securities under this Plan.

ARTICLE X

CONDITIONS PRECEDENT TO EFFECTIVE DATE OF THE PLAN; IMPLEMENTATION PROVISIONS

10.1 Conditions Precedent to the Effective Date. The occurrence of the Effective Date of this Plan is subject to the following conditions precedent:

10.1.1 the Bankruptcy Court shall have entered the Confirmation Order acceptable to the Debtors and the Consenting Noteholders and such Confirmation Order shall not be subject to a stay on the day the Effective Date occurs;

10.1.2 the Plan Support Agreement shall not have been terminated (other than any termination by the Debtors) in accordance with the terms thereof, and such Plan Support Agreement shall be in full force and effect;

10.1.3 the Employment Related Claims shall have been resolved in a manner acceptable to the Consenting Noteholders and the Debtors;

10.1.4 the aggregate amount of Administrative Expense Claims (other than trade vendor claims for goods and services sold to the Debtors in the ordinary course of business and Professional Claims) shall not exceed an amount acceptable to the Consenting Noteholders;

10.1.5 all documentation related to this Plan (including the Exit Facility Documents), shall be in form and substance acceptable to the Debtors and the Consenting Noteholders and shall have been executed by all parties thereto and shall be in full force and effect;

10.1.6 the Debtors shall have received all authorizations, consents, regulatory approvals, rulings, no-action letters, opinions or documents necessary to implement this Plan and that are required by law, regulation, or order; and

10.1.7 the amended and restated certificate of incorporation for Reorganized Rotech shall have been filed with the Secretary of State of the State of Delaware.

10.2 Waiver of Conditions Precedent. Each of the conditions precedent in section 10.1 may be waived in writing by the Consenting Noteholders or the Debtors (with the prior consent of the Consenting Noteholders), as applicable.

10.3 Notice of Confirmation of this Plan. Notice of entry of the Confirmation Order shall be provided by the Debtors as required by Bankruptcy Rule 3020(c)(2) and any applicable local rules of the Bankruptcy Court.

10.4 Notice of Effective Date of this Plan. Notice of the Effective Date shall be provided by the Debtors in the same manner provided with respect to notice of entry of the Confirmation Order, and any applicable local rules of the Bankruptcy Court.

10.5 Termination of Plan for Failure to Become Effective. If the Effective Date shall not have occurred on or prior to the date that is 30 days after the date of the Confirmation Hearing, then this Plan shall terminate and be of no further force or effect unless the provisions of this section 10.5 are waived in writing by the Consenting Noteholders.

ARTICLE XI

RETENTION OF SUBJECT MATTER JURISDICTION

11.1 Retention of Jurisdiction. The Bankruptcy Court and the District Court of which it is a unit shall retain subject matter jurisdiction and, to the fullest extent allowed by law, retain all exclusive jurisdiction it has over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Cases or this Plan, including without limitation all matters:

- (a) to interpret, enforce, and administer the terms of this Plan, the Plan Documents (including all annexes and exhibits thereto), and the Confirmation Order;

- (b) to resolve any matters related to the assumption, assignment, or rejection of any Executory Contract and to hear, determine and, if necessary, liquidate, any related Claims, including with respect to any Cure Amount;
- (c) to enter such orders as may be necessary or appropriate to implement or consummate this Plan and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan;
- (d) to determine any and all motions, adversary proceedings, applications, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to this Plan, may be instituted by the Reorganized Debtors after the Effective Date including, without limitation, any claims to recover assets for the benefit of the Reorganized Debtors estate, except for matters waived or released under this Plan;
- (e) to enforce all Distributions required by this Plan;
- (f) to hear and determine any timely objections to Administrative Expense Claims or to proofs of Claim, both before and after the Effective Date, including any objections to the classification of any Claim, and to allow, disallow, determine, liquidate, classify, estimate or establish the priority of or secured or unsecured status of any Claim in whole or in part;
- (g) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason modified;
- (h) to issue such orders in aid of execution of this Plan, to the extent authorized by the Bankruptcy Code;
- (i) to consider any modifications of this Plan to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;
- (j) to hear and determine applications for allowances of compensation and reimbursement of expenses of professionals under sections 330 and 331 of the Bankruptcy Code and any other fees and expenses authorized to be paid or reimbursed under this Plan;
- (k) to hear and determine disputes arising in connection with or relating to this Plan or the interpretation, implementation, or enforcement of this Plan or the extent of any Entity's obligations incurred in connection with or released under this Plan;

- (l) to issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation or enforcement of this Plan;
- (m) to recover all assets of the Debtors and property of the Debtors' estates, wherever located;
- (n) to resolve any Disputed Claims;
- (o) to determine the scope of any discharge of any Debtor under this Plan or the Bankruptcy Code;
- (p) to determine any other matters that may arise in connection with or are related to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan or the Disclosure Statement, including any of the Plan Documents;
- (q) to the extent that Bankruptcy Court approval is required, to consider and act on the compromise and settlement of any Claim or cause of action by or against the Debtors' estates;
- (r) to hear and determine any other matters that may be set forth in this Plan, the Confirmation Order, or that may arise in connection with this Plan or the Confirmation Order;
- (s) to hear and determine any proceeding that involves the validity, application, construction, or enforceability of, or that may arise in connection with, this Plan or the Confirmation Order or any other Order entered by the Bankruptcy Court during the Chapter 11 Cases;
- (t) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);
- (u) to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code; and
- (v) to enter a final decree closing the Chapter 11 Cases.

11.2 Abstention and Other Courts. If the Bankruptcy Court or District Court abstains from exercising subject matter jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to the Chapter 11 Cases, this section of this Plan shall have no effect

upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XII

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

12.1 Plan Modifications. Except as otherwise specifically provided in this Plan, and subject to the Plan Support Agreement, the DIP Documents and conditions to the Effective Date, the Debtors reserve the right to modify this Plan and seek confirmation consistent with the Bankruptcy Code. Subject to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and the restrictions on modifications set forth in this Plan, each of the Debtors expressly reserves its respective rights to revoke or withdraw or to alter, amend or modify materially this Plan with respect to such Debtor, one or more times, after the Confirmation Date, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify this Plan, or remedy any defect or omission, or reconcile any inconsistencies in this Plan or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of this Plan, subject to the terms of the Plan Support Agreement, the DIP Documents and conditions to the Effective Date.

12.2 Effect of Confirmation on Modifications. Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

12.3 Revocation or Withdrawal of Plan. Subject to the Plan Support Agreement and conditions to the Effective Date, the Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan, or if the Confirmation Date or the Effective Date does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts effected by this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Effectuating Documents and Further Transactions. Each of the officers of the Reorganized Debtors is authorized to execute, deliver, file, or record such contracts, instruments,

releases, indentures, and other agreements or documents and take such action as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

13.2 Withholding and Reporting Requirements. In connection with this Plan and all instruments issued in connection therewith and distributed thereon, the Debtors, Reorganized Debtors or any other paying agent, as applicable, shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Distributions under this Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Allowed Equity Interest that is to receive a Distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such Distribution. Any party issuing any instrument or making any Distribution under this Plan has the right, but not the obligation, to refrain from making a Distribution, until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

13.3 Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of notes, equity interests or other plan securities pursuant to this Plan or any documents thereunder, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan or any documents thereunder, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax or government assessment. The appropriate state or local government official or agent shall be directed by the Bankruptcy Court to forego the collection of any such tax or government assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or government assessment.

13.4 Expedited Tax Determination. The Reorganized Debtors are entitled to an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Commencement Date through, and including, the Effective Date.

13.5 Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date, and Debtors shall continue to remit payments in accordance with such statute following the Effective Date to the extent required.

13.6 Post-Confirmation Date Professional Fees and Expenses. The Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and out-of-pocket expenses of professional persons incurred from and after the Effective Date by the Reorganized Debtors.

13.7 Trustee Claims. The Reorganized Debtors shall pay the Trustee Claims (a) on the Effective Date in respect of outstanding invoices submitted on or prior to the tenth business day immediately preceding the Effective Date, and (b) within ten (10) business days following receipt by the Reorganized Debtors of the applicable invoice, in respect of invoices submitted

after the tenth Business Day immediately preceding the Effective Date; provided, however, that to receive payment pursuant to this section 13.7, each Trustee shall provide reasonable and customary detail along with or as part of all invoices submitted in support of its respective Trustee Claims to the attorneys for the Reorganized Debtors and the United States Trustee. The Reorganized Debtors and the United States Trustee shall have the right to file objections to such Claims based on a “reasonableness” standard within ten (10) days after receipt of such invoices, including supporting documentation. Any disputed amount of such Claims shall be subject to the jurisdiction of, and resolution by, the Bankruptcy Court. If an objection is timely filed to a Trustee Claim, the Bankruptcy Court shall hold a hearing on notice to determine the reasonableness of such Claim. Upon payment of such Trustee Claims in full or by resolution of the Bankruptcy Court, each such Trustee will be deemed to have released its lien and priority rights for its fees and expenses under the respective indenture or loan agreement solely to the extent of such Claims.

13.8 Plan Supplement. A substantially final form of the documents to be included in the Plan Supplement shall be filed with the clerk of the Bankruptcy Court and posted to the website of Epiq Bankruptcy Solutions, LLC, <http://www.epiq11.com/Rotech>, as they become available, but no later than ten (10) days prior to the last date by which holders of Impaired Claims may vote to accept or reject this Plan. Upon its filing with the clerk of the Bankruptcy Court, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court during normal court hours.

13.9 Substantial Consummation. On the Effective Date, this Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code once the Reorganized Rotech Common Stock has been delivered to the holders of the Second Lien Notes Claims.

13.10 Severability. If, prior to the Confirmation Date, any term or provision of this Plan or any of the Plan Documents shall be held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, with the written consent of the Debtors and the Consenting Noteholders, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan or the Plan Documents as the case may be, shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan and the Plan Documents, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.11 Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that an exhibit hereto or document contained in the Plan Supplement provides otherwise, the rights, duties and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the State of New York, without giving effect to principles of conflicts of laws.

13.12 Deemed Acts. Whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of this Plan and the Confirmation Order.

13.13 Exhibits/Schedules. All exhibits and schedules to this Plan, including the Plan Supplement, are incorporated into and are part of this Plan as if set forth in full herein.

13.14 Notices. All notices, requests, and demands to or upon the Debtors or the Reorganized Debtors to be effective shall be in writing, including by facsimile transmission, and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Rotech Healthcare Inc.
2600 Technology Drive, Suite 300
Orlando, FL 32804
Attention: Rebecca L. Myers
Fax: 407.521.9814

With a copy to:

Proskauer Rose LLP
Eleven Times Square
New York, New York 10028
Attention: Martin J. Bienenstock, Esq.
Geoffrey T. Raicht, Esq.
Vincent Indelicato, Esq.
Fax: 212.969.2900

-and-

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Attention: James L. Patton, Jr., Esq.
Robert S. Brady, Esq.
Joseph M. Barry, Esq.
Fax: 302.571.1253

13.15 No Admissions. Notwithstanding anything herein to the contrary, nothing in this Plan shall be deemed as an admission by the Debtors with respect to any matter set forth herein, including, but not limited to, any liability on any Claim.

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

13.17 Section Headings. The section headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

13.18 Inconsistencies. To the extent of any inconsistencies between the information contained in the Disclosure Statement and this Plan, the terms and provisions contained in this Plan shall govern.

Dated: April 7, 2013.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

ROTECH HEALTHCARE INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

A-1 MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ABBA MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ACADIA HOME CARE

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ALLIED MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ALWAYS MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ANDY BOYD'S INHOME MEDICAL,
INC., WEST

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ANDY BOYD'S INHOME
MEDICAL/INHOME MEDICAL INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ANNISTON HEALTH & SICKROOM
SUPPLIES, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

BERKELEY MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

BEST CARE HHC ACQUISITION
COMPANY LLC

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

BETA MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

CAMBRIA MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

CAMDEN MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

CARE MEDICAL SUPPLIES, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

CENTENNIAL MEDICAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

CHARLOTTE MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

COLLINS RENTALS, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

COMMUNITY HOME OXYGEN, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

CONTOUR MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

CORLEY HOME HEALTH CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

CPO 2, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

DANIEL MEDICAL SYSTEMS, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

DISTINCT HOME HEALTH CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

DON PAUL RESPIRATORY SERVICES,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

DUMED, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

EAST TENNESSEE INFUSION &
RESPIRATORY, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ELLIS COUNTY HOME MEDICAL
EQUIPMENT, LLC

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ENCORE HOME HEALTH CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

EXCEL MEDICAL OF FORT DODGE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

EXCEL MEDICAL OF
MARSHALLTOWN, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

FIRST COMMUNITY CARE OF
NIAGARA, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

FIRSTCARE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

FISCHER MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

FOUR RIVERS HOME HEALTH CARE,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

G&G MEDICAL, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

GATE CITY MEDICAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

GEORGIA MEDICAL RESOURCES, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

GLADWIN AREA HOME CARE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

HAMILTON MEDICAL EQUIPMENT
SERVICE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

HEALTH CARE SERVICES OF
MISSISSIPPI, INCORPORATED

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

HOLLAND MEDICAL SERVICES, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

HOME CARE OXYGEN SERVICE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

HOME MEDICAL SYSTEMS, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

IHS ACQUISITION XXVII, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

INTEGRATED HEALTH SERVICES AT
JEFFERSON HOSPITAL, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

INTENSIVE HOME CARE SERVICES,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

IOTA MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

LAMBDA MEDICAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

LAMS, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

LOVEJOY MEDICAL, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

MAJOR MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

MEDCO PROFESSIONAL SERVICES,
CORP.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

MEDCORP INTERNATIONAL, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

MEDIC-AIRE MEDICAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

MEDICAL ELECTRO-THERAPEUTICS,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

MEDICARE RENTAL SUPPLY, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

MICHIGAN MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

NATIONAL MEDICAL EQUIPMENT
CENTERS, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

NEIGHBORCARE HOME MEDICAL
EQUIPMENT OF MARYLAND, LLC

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

NEIGHBORCARE HOME MEDICAL
EQUIPMENT, LLC

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

NEUMANN'S HOME MEDICAL
EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

NIGHTINGALE HOME HEALTH CARE,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

NORTH CENTRAL WASHINGTON
RESPIRATORY CARE SERVICES, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

NORTHEAST MEDICAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

NORTHWEST HOME MEDICAL, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

OMICRON MEDICAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

OXYGEN OF OKLAHOMA, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

OXYGEN PLUS MEDICAL
EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

OXYGEN PLUS, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

OXYGEN THERAPY ASSOCIATES,
INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PETERSON'S HOME CARE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PHI MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PIONEER MEDICAL SERVICES, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PREFERENTIAL HOME HEALTH
CARE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PRINCIPAL MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PROFESSIONAL BREATHING
ASSOCIATES, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PROFESSIONAL RESPIRATORY HOME
HEALTHCARE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PSI HEALTH CARE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

PULMO-DOSE, INC.

BY: /s/ Steven P. Alsene
NAME: Steven P. Alsene
TITLE: President and Chief Executive
Officer

QUALICARE HOME MEDICAL, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

QUALITY HOME HEALTH CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

R.C.P.S., INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RCG INFORMATION SERVICES
CORPORATION

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

REGENCY MEDICAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RESP-A-CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RESPIRACARE MEDICAL
EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RESPIRATORY MEDICAL EQUIPMENT
OF GA., INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RESPITECH HOME HEALTH CARE,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RESPONSIVE HOME HEALTH CARE,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RHEMA, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RITT MEDICAL GROUP, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

RN HOME CARE MEDICAL
EQUIPMENT COMPANY, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ROSWELL HOME MEDICAL, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ROTECH EMPLOYEE BENEFITS
CORPORATION

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ROTECH HOME MEDICAL CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ROTECH OXYGEN AND MEDICAL
EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ROTH MEDICAL, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ROTHERT'S HOSPITAL EQUIPMENT,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

SAMPSON CONVALESCENT MEDICAL
SUPPLY, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

SELECT HOME HEALTH CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

SIGMA MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

SOUTHEASTERN HOME HEALTH,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

SUN MEDICAL SUPPLY, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

SUNSHINE HOME HEALTH CARE,
INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

THE KILROY COMPANY

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

THETA HOME HEALTH CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

TUPELO HOME HEALTH, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

VALLEY MEDICAL EQUIPMENT, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

VALUE CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

VITALCARE HEALTH SERVICES, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

VITALCARE OF TEXAS, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

WHITE'S MEDICAL RENTALS, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

WICHITA MEDICAL CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

ZETA HOME HEALTH CARE, INC.

BY: /s/ Steven P. Alsene

NAME: Steven P. Alsene

TITLE: President and Chief Executive
Officer

EXHIBITS TO THE PLAN

Exhibit A

List of Debtors

Schedule 1

List of Debtors

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

A-1 Medical Equipment, Inc. (4401);
 Abba Medical Equipment, Inc. (4117);
 Acadia Home Care (6177);
 Allied Medical Supply, Inc. (3257);
 Always Medical Equipment, Inc. (7512);
 Andy Boyd's InHome Medical, Inc., West (9187);
 Andy Boyd's InHome Medical/InHome Medical Inc. (4360);
 Anniston Health & Sickroom Supplies, Inc. (9873);
 Berkeley Medical Equipment, Inc. (2227);
 Best Care HHC Acquisition Company LLC (2125);
 Beta Medical Equipment, Inc. (4408);
 Cambria Medical Supply, Inc. (0476);
 Camden Medical Supply, Inc. (3186);
 Care Medical Supplies, Inc. (5959);
 Centennial Medical Equipment, Inc. (6826);
 Charlotte Medical Supply, Inc. (8925);
 Collins Rentals, Inc. (2037);
 Community Home Oxygen, Inc. (0456);
 Contour Medical Supply, Inc. (6822);
 Corley Home Health Care, Inc. (9882);
 CPO 2, Inc. (1084);
 Daniel Medical Systems, Inc. (7988);
 Distinct Home Health Care, Inc. (3941);
 Don Paul Respiratory Services, Inc. (7602);
 DuMED, Inc. (6634);
 East Tennessee Infusion & Respiratory, Inc. (7561);
 Ellis County Home Medical Equipment, LLC (9841);
 Encore Home Health Care, Inc. (1477);
 Excel Medical of Fort Dodge, Inc. (4351);
 Excel Medical of Marshalltown, Inc. (6085);
 First Community Care of Niagara, Inc. (1366);
 Firstcare, Inc. (4362);
 Fischer Medical Equipment, Inc. (1262);
 Four Rivers Home Health Care, Inc. (6602);
 G&G Medical, Inc. (3419);
 Gate City Medical Equipment, Inc. (9037);
 Georgia Medical Resources, Inc. (4343);
 Gladwin Area Home Care, Inc. (0154);
 Hamilton Medical Equipment Service, Inc. (9500);
 Health Care Services of Mississippi, Incorporated (3038);
 Holland Medical Services, Inc. (0731);
 Home Care Oxygen Service, Inc. (5036);
 Home Medical Systems, Inc. (4523);
 IHS Acquisition XXVII, Inc. (8938);
 Integrated Health Services at Jefferson Hospital, Inc. (3408);
 Intensive Home Care Services, Inc. (3364);
 IOTA Medical Equipment, Inc. (6769);
 Lambda Medical Equipment, Inc. (4213);
 LAMS, Inc. (3169);
 Lovejoy Medical, Inc. (7284);
 Major Medical Supply, Inc. (3420);
 Medco Professional Services, Corp. (8104);
 MedCorp International, Inc. (1512);
 Medic-Aire Medical Equipment, Inc. (4409);
 Medical Electro-Therapeutics, Inc. (3806);
 Medicare Rental Supply, Inc. (4420);
 Michigan Medical Supply, Inc. (1565);
 National Medical Equipment Centers, Inc. (4381);

NeighborCare Home Medical Equipment, LLC (4608);
 NeighborCare Home Medical Equipment of Maryland, LLC (7083);
 Neumann's Home Medical Equipment, Inc. (4719);
 Nightingale Home Health Care, Inc. (3784);
 North Central Washington Respiratory Care Services, Inc. (4195);
 Northeast Medical Equipment, Inc. (5262);
 Northwest Home Medical, Inc. (8664);
 OMICRON Medical Equipment, Inc. (4215);
 Oxygen of Oklahoma, Inc. (4965);
 Oxygen Plus Medical Equipment, Inc. (4115);
 Oxygen Plus, Inc. (3534);
 Oxygen Therapy Associates, Inc. (1923);
 Peterson's Home Care, Inc. (9765);
 PHI Medical Equipment, Inc. (6766);
 Pioneer Medical Services, Inc. (9719);
 Preferential Home Health Care, Inc. (5850);
 Principal Medical Equipment, Inc. (7513);
 Professional Breathing Associates, Inc. (1020);
 Professional Respiratory Home Healthcare, Inc. (4111);
 PSI Health Care, Inc. (0287);
 Pulmo-Dose, Inc. (8866);
 Qualicare Home Medical, Inc. (4849);
 Quality Home Health Care, Inc. (4571);
 R.C.P.S., Inc. (9101);
 RCG Information Services Corporation (3052);
 Regency Medical Equipment, Inc. (7515);
 Resp-A-Care, Inc. (6717);
 Respiracare Medical Equipment, Inc. (8640);
 Respiratory Medical Equipment of Ga., Inc. (5258);
 Respitech Home Health Care, Inc. (0603);
 Responsive Home Health Care, Inc. (2438);
 Rhema, Inc. (2932);
 Ritt Medical Group, Inc. (0564);
 RN Home Care Medical Equipment Company, Inc. (2598);
 Roswell Home Medical, Inc. (8647);
 Rotech Employee Benefits Corporation (8434);
 Rotech Healthcare Inc. (8870);
 Rotech Home Medical Care, Inc. (9059);
 Rotech Oxygen and Medical Equipment, Inc. (0889);
 Roth Medical, Inc. (7477);
 Rothert's Hospital Equipment, Inc. (0420);
 Sampson Convalescent Medical Supply, Inc. (0509);
 Select Home Health Care, Inc. (3150);
 Sigma Medical Equipment, Inc. (7143);
 Southeastern Home Health, Inc. (8645);
 Sun Medical Supply, Inc. (4796);
 Sunshine Home Health Care, Inc. (1497);
 The Kilroy Company (3738);
 Theta Home Health Care, Inc. (9824);
 Tupelo Home Health, Inc. (7024);
 Valley Medical Equipment, Inc. (7456);
 Value Care, Inc. (0410);
 VitalCare Health Services, Inc. (3938);
 VitalCare of Texas, Inc. (5707);
 White's Medical Rentals, Inc. (0401);
 Wichita Medical Care, Inc. (6368);
 Zeta Home Health Care, Inc. (0414).