

141502

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

2013 SEP -9 PM 1:09
SECTION OF CLERK
CORPORATIONS DIV

-----X	
<i>In re</i>	: Chapter 11
ROTECH HEALTHCARE INC., <i>et al.</i> ,	: Case No. 13-10741 (PJW)
Debtors. ¹	: Jointly Administered
-----X	

**NOTICE OF ENTRY OF ORDER CONFIRMING
DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** Rotech Healthcare Inc. ("Rotech") and its title 11 subsidiaries listed in Schedule 1 to the Plan as chapter 11 debtors and debtors in possession in the above-captioned chapter 11 cases commenced under title 11 of the United States Code (the "Bankruptcy Code") hereby give notice that the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Confirmation Order") [Docket No. 1007] confirming the *Debtors' Second Amended Joint Chapter 11 Plan*, dated June 13, 2013 (the "Plan").² The Confirmation Date is August 29, 2013.

2. **Effective Date.** Upon the satisfaction or waiver of the conditions precedent to the occurrence of the Effective Date set forth in Article X of the Plan, the Plan will become effective.

3. **Effect of the Occurrence of the Effective Date.** Upon the occurrence of the Effective Date, in accordance with and not in limitation of sections 524 and 1141 of the Bankruptcy Code, and except as provided in the Plan, the Confirmation Order, or other applicable order of the Bankruptcy Court:

- a. All Claims and Equity 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;

¹ The Debtors in these chapter 11 cases are listed in Schedule 1 to the Plan and at <http://dm.epiq11.com/rotech>. The address 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. To the extent any inconsistencies exist between this notice and the Plan, the terms of the Plan shall govern.



- b. The Plan shall bind all holders of Claims and Equity Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan;
- c. Except as otherwise provided in the Plan, all Claims and Equity 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 Equity 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; and
- e. Without limitation, except with respect to the United States of America as provided in the Plan, rights of setoff and recoupment are discharged and any party wishing to preserve its setoff and/or recoupment rights must: (1) file, prior to the Confirmation Date, a motion for relief from the automatic stay seeking the authority to effectuate such a setoff right; or (2) have timely filed a proof of claim with the Court preserving such setoff and/or recoupment rights in such proof of claim or amendment thereto; and
- f. Notwithstanding any other provision of the Plan or Confirmation Order, all of the United States of America's setoff and/or recoupment rights, if any, are expressly preserved. With respect to the United States of America, nothing in the Plan or the Confirmation Order shall be construed to enlarge the discharge beyond what is provided in section 1141(d) of the Bankruptcy Code and 18 U.S.C. § 3613.

4. **Record Date.** The Distribution Record Date, or the record date for purposes of receiving Distributions under the Plan, shall be August 29, 2013, the date of entry of the Confirmation Order.

5. **Administrative Bar Date.** Except as otherwise provided in the Plan, (i) any and all requests for payment or proofs of Administrative Expense Claims must be filed and served on the Debtors or Reorganized Debtors, as applicable, at the addresses set forth in Section 13.14 of the Plan, no later than (a) three (3) days prior to the Confirmation Hearing 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, and (b) three (3) days after the Effective Date 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 "Administrative Bar Date"); and (ii) if not such request is timely filed and served, such Administrative Expense Claim shall be forever barred and shall not be enforceable against any of the Debtors and their Estates or any

of the Reorganized Debtors. Unless an objection to an Administrative Expense Claim is 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, such Administrative Expense Claim shall be deemed Allowed in the amount requested. If an objection is filed to an Administrative Expense Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim; provided, however, that the Debtors or the Reorganized Debtors, as applicable, and the applicant may resolve such objection by stipulation, without further action of the Bankruptcy Court. For the avoidance of doubt, any Claims 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.

6. ***Compensation of Professionals – Bar Date.*** 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 (i) file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by the date that is no later than forty-five (45) days after the Effective Date (the “Professional Fees Bar Date”), and (ii) if granted such an award by the Bankruptcy Court, be paid in full in such amounts as are Allowed by the Bankruptcy Court to the extent not previously 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 as soon thereafter as is reasonably practicable, or (b) upon such other terms as may be mutually agreed upon between such holder of an Allowed Claim and the Reorganized Debtors.

7. ***Executory Contracts and Unexpired Leases.*** Pursuant to Section 7.1 of the Plan, all Executory Contracts to which any of the Debtors are parties shall be rejected, except for an Executory Contract 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”). All Executory Contracts which are Government Contracts (as defined in the Confirmation Order) shall be assumed as of the Effective Date pursuant to the terms of the Plan and Confirmation Order.

8. ***Rejection of Executory Contracts and Unexpired Leases – Bar Date.*** If the rejection of an Executory Contract by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such Executory Contract, 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 (ii) the date of the filing of an notice by the Debtors after the Effective Date indicating such rejection in accordance with Section 7.2 of the Plan (the “Contract Rejection Bar Date”). The Confirmation Order constitutes the Bankruptcy Court’s approval of the rejection of all the Executory Contracts not identified for assumption in the notice delivered pursuant to Section 7.2 of the Plan. To the extent any non-debtor counterparty objects to the rejection of an Executory Contract on any other basis, such objection must be filed with the Court and served on the Debtors or Reorganized Debtors, as applicable, at the addresses in Section 13.14 of the Plan, so as to be received by the Debtors or Reorganized Debtors, as applicable, on or before the Contract Rejection Bar Date. Nothing herein shall prejudice the rights of the non-debtor party or the Debtors in respect of any assertion that a rejected contract was executory, was terminated prior to rejection or the nature or calculation of any damages with respect thereto.

9. ***Enforcement of Bar Dates.*** Except as otherwise provided in the Plan, any Entity that fails to file a proof of Claim on or before the Administrative Expense Claims Bar Date, Professional Fees Bar Date, or Contract Rejection Bar Date, or any other bar dates established in these Chapter 11 Cases (collectively, the “Bar Dates”), or was not otherwise permitted to file a proof of claim after the applicable Bar Date by a Final Order of the Bankruptcy Court, is and shall be barred, estopped, and enjoined from asserting any such Claim against the Debtors.

10. ***Copies of the Plan and Confirmation Order.*** Copies of the Confirmation Order, the Plan, and related documents are available at <http://dm.epiqll.com/rotech> or the Bankruptcy Court’s website at <http://www.deb.uscourts.gov>. To access documents on the Bankruptcy Court’s website, you will need a PACER password and login, which can be obtained at <http://pacer.psc.uscourts.gov>. In addition, the Confirmation Order and the Plan are available for inspection during regular business hours in the office of the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801.

The Debtors’ court-approved claims agent, Epiq Bankruptcy Solutions, LLC (“Epiq”), may be contacted at 888-266-9301 (domestic callers) or 503-597-5610 (international callers) if there are questions with respect to this Notice. Epiq is not permitted to provide legal advice to claimants.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11. ***Binding Nature of the Plan and Its Provisions.*** From and after the Effective Date, the Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

Dated: September 3, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR,
LLP

/s/ Joseph M. Barry

James L. Patton, Jr. (No. 2202)

Robert S. Brady (No. 2847)

Joseph M. Barry (No. 4221)

Travis G. Buchanan (No. 5595)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

-and-

Martin J. Bienenstock

Geoffrey T. Raicht

Vincent Indelicato

PROSKAUER ROSE LLP

Eleven Times Square

New York, New York 10036

*Co-Attorneys for the Debtors and Debtors in
Possession*

