

Restaurant Technologies, Inc.

2250 Pilot Knob Road, Suite 100
Mendota Heights, Minnesota 55120

NOTICE OF ACTIONS TAKEN BY WRITTEN CONSENT OF THE STOCKHOLDERS IN LIEU OF A MEETING

To the Stockholders of Restaurant Technologies, Inc.:

We are pleased to be writing to you in connection with the acquisition of Restaurant Technologies, Inc. ("RTI" or the "Company") by Mendakota Acquisition Company Inc., a Delaware corporation ("Acquiror"), pursuant to the Agreement and Plan of Merger dated April 16, 2011 (as amended, the "Merger Agreement"), by and among Acquiror, Augusta Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Acquiror ("Merger Subsidiary"), EQT Infrastructure Limited (for the limited purposes referred to in the Merger Agreement), RTI and the Stockholders' Representative identified in the Merger Agreement. We refer to the merger of Merger Subsidiary with and into RTI, as described in the Merger Agreement, as the "Merger."

On April 18, 2011, stockholders holding greater than a majority of the shares of capital stock of RTI issued and outstanding as of the date of the Merger Agreement (including shares of Class Z Convertible Preferred Stock voting on an as-converted basis) (the "Majority Stockholders") approved and adopted the Merger Agreement by written consent. Under Delaware law and RTI's Ninth Amended and Restated Certificate of Incorporation, the action by written consent of the Majority Stockholders was sufficient to approve the Merger Agreement without the affirmative vote of any other stockholder. We expect the Merger to be completed no later than May 31, 2011.

Pursuant to the Merger Agreement, upon completion of the Merger, each share of capital stock of RTI (other than those shares held by stockholders who validly perfect appraisal rights under Delaware law and those shares held by Acquiror or RTI) will be converted into the right to receive, in cash, a portion of the Merger Consideration (as described further in the accompanying Information Statement) and upon such conversion, will be automatically canceled. Each option and warrant to purchase shares of capital stock of RTI (other than certain warrants described in the accompanying Information Statement) will be canceled or terminated, and at the effective time of the Merger, the holders thereof will be entitled to receive, in cash, a portion of the Merger Consideration (as described further in the accompanying Information Statement and subject to the limitations described therein). As a result of the Merger, RTI will become a wholly-owned subsidiary of Acquiror.

We are also hereby providing you with notice that, if you follow the procedural requirements of Section 262 of the Delaware General Corporation Law ("DGCL") you may demand appraisal of your shares and receive their "fair value", as determined by the Delaware Court of Chancery, instead of the applicable portion of the Merger Consideration determined in accordance with the Merger Agreement. A copy of Section 262, the provision of the DGCL that provides for appraisal rights and specifies the required procedures for demanding appraisal, is attached to the Information Statement as Annex A. For additional information, see the section entitled "Appraisal Rights of Stockholders" in the accompanying Information Statement.

This Notice and the accompanying Information Statement constitute notice under Section 228(e) of the DGCL of the actions by written consent of the stockholders to approve the Merger Agreement.

The Information Statement and the documents attached to it provide you with detailed information about the Merger. Please read these documents carefully as they contain important information concerning your rights in connection with the Merger. The attached Information Statement and the Letter of Transmittal referred to herein contain instructions on how to obtain the Merger Consideration to which you are entitled as an RTI stockholder.

This Information Statement does not purport to be a complete and comprehensive summary of all of the material terms and conditions of the Merger, and is subject to, and is qualified in its entirety by reference to, all of the documents embodying the terms and conditions of the Merger and attachments hereto and the other documents referenced herein and therein. The Merger Agreement is incorporated herein by reference and is available upon request as described under the section entitled "Where You Can Find More Information."

Please note that this Information Statement is being provided to you on a confidential basis and may not be disclosed to any third party without RTI's express consent.

By Order of the Board of Directors,

A handwritten signature in black ink, appearing to read "JK", with a stylized flourish at the end.

Jeffrey R. Kiesel
Chief Executive Officer

Mendota Heights, Minnesota
May 3, 2011

This Notice and the attached Information Statement are first being mailed to Stockholders on May 3, 2011.

Restaurant Technologies, Inc.

INFORMATION STATEMENT AND NOTICE OF ACTIONS BY WRITTEN CONSENT AND OF AVAILABILITY OF APPRAISAL RIGHTS

We are providing this Information Statement and Notice of Actions by Written Consent and of Availability of Appraisal Rights (this "*Information Statement*") to the holders (the "*Stockholders*") of shares of capital stock ("*Capital Stock*") of Restaurant Technologies, Inc. ("*RTI*" or the "*Company*") and to the holders of options to purchase Capital Stock ("*Options*") and warrants to acquire shares of Capital Stock ("*Warrants*", and together with the issued and outstanding shares of Capital Stock and Options, the "*Outstanding Securities*") (the holders of Options and Warrants, together with the Stockholders, the "*Securityholders*") in connection with the actions taken by written consent of the majority stockholders to approve the Agreement and Plan of Merger, dated April 16, 2011 (as amended, the "*Merger Agreement*"), by and among Mendakota Acquisition Company Inc., a Delaware corporation ("*Acquiror*"), Augusta Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquiror ("*Merger Subsidiary*"), EQT Infrastructure Limited (for the limited purposes referred to in the Merger Agreement) ("*Guarantor*"), RTI and the Stockholders' Representative identified in the Merger Agreement (the "*Stockholders' Representative*"). We refer to the merger of Merger Subsidiary with and into RTI, as described in the Merger Agreement, as the "*Merger.*"

Pursuant to the Merger Agreement, upon completion of the Merger (the "*Closing*"), each share of Capital Stock (other than those shares held by Stockholders who validly perfect appraisal rights under Delaware law and those shares held by Acquiror or RTI), except as described in the section below entitled "*The Merger – Merger Consideration,*" will be converted into the right to receive (i) a portion of the Closing Merger Consideration at or after the Effective Time, (ii) the Final Merger Consideration Adjustment, if any, once the balance sheet as of the Closing becomes final and binding pursuant to the terms of the Merger Agreement and (iii) the Additional Merger Consideration, if any, in connection with distribution of the Escrow Fund and Holdback Account at the end of the escrow and holdback periods, except to the extent that Acquiror makes any valid working capital adjustment or indemnification claims pursuant to the Merger Agreement and the Escrow Agreement and except to the extent the Stockholders' Representative uses the Holdback Account for its expenses, as described further in such section, and upon such conversion, will be automatically canceled. Each Option and each Warrant (other than certain warrants that, pursuant to their terms, could not be canceled by RTI (the "*Continuing Warrants*")) will be canceled or terminated and, except as described in the section below entitled "*The Merger – Merger Consideration,*" will be converted into the right to receive (i) a portion of the Closing Merger Consideration at or after the Effective Time, (ii) the Final Merger Consideration Adjustment, if any, once the balance sheet as of the Closing becomes final and binding pursuant to the terms of the Merger Agreement and (iii) the Additional Merger Consideration, if any, in connection with distribution of the Escrow Fund and Holdback Account at the end of the escrow and holdback periods, except to the extent that Acquiror makes any valid working capital adjustment or indemnification claims pursuant to the Merger Agreement and the Escrow Agreement and except to the extent the Stockholders' Representative uses the Holdback Account for its expenses, as described further below in such section. Following the completion of the Merger, RTI will become a wholly-owned subsidiary of Acquiror.

The Board of Directors of RTI (the "*Board*") has determined that the terms of the Merger Agreement and the Merger are advisable and fair to, and in the best interest of, the Stockholders, and on April 16, 2011, unanimously adopted and approved the Merger Agreement. A summary of the key terms of the Merger Agreement and the Merger is provided in this Information Statement.

As of April 16, 2011 (the date that the Board unanimously adopted and approved the Merger Agreement), there were 20,825,495 shares of common stock, par value \$0.01 per share (including shares of restricted common stock) (the "*Common Stock*"), and 13,352,772 shares of Class Z Convertible Preferred Stock (the "*Preferred Stock*") issued and outstanding. In accordance with Delaware law and RTI's Ninth Amended and Restated Certificate of

Incorporation (the "Restated Certificate"), the affirmative vote or consent of not less than a majority of the shares of Capital Stock issued and outstanding as of the date of the Merger Agreement (including shares of the Class Z Convertible Preferred Stock voting on an as-converted basis) (the "Majority Stockholders") is required to adopt the Merger Agreement. The Majority Stockholders, identified in the section entitled "The Merger – Required Approval of the Merger; Written Consent," collectively owning greater than a majority of the shares of Capital Stock issued and outstanding as of the date of the Merger Agreement, which the Board of Directors fixed as the record date for determining stockholders entitled to act by vote or consent to approve the Merger Agreement, delivered written consents adopting the Merger Agreement. Under Delaware law and the Restated Certificate, the action by written consent is sufficient to adopt the Merger Agreement and approve the Merger without any further action by any other Stockholder. As a result, no other votes are necessary to adopt the Merger Agreement and your approval of the Merger is not required and is not being requested. This Information Statement and the accompanying notice (the "Notice") shall constitute notice to you of the action by written consent contemplated by Section 228(e) of the Delaware General Corporation Law (the "DGCL").

This Information Statement and the Notice shall also constitute notice pursuant to Section 4.2 of the Fourth Amended and Restated Stockholders Agreement (as amended, the "Stockholders Agreement"), dated as of June 24, 2009, by and among RTI and certain of its stockholders, that Parthenon Investors II, L.P. and its affiliates have determined to transfer 80% or more of the Securities (as defined in the Stockholders Agreement) held by them on the terms and conditions described herein. You are subject to the obligations of the Stockholders Agreement in connection with such notice and transfer if and to the extent you are party thereto.

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

Under Section 262 of the DGCL, Stockholders are entitled to appraisal rights in connection with the Merger. If you are a Stockholder and comply with the requirements of Section 262, you will have the right to seek an appraisal and have the Delaware Court of Chancery determine the "fair value" of your shares of Capital Stock as of the Closing (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment based on that valuation (together with a fair rate of interest), instead of your pro rata portion of the Merger Consideration, as described herein. This Information Statement and the Notice constitute notice to you of the availability of your rights under Section 262 of the DGCL, a copy of which is attached as Annex A and described further under the section titled "Appraisal Rights of Stockholders." If you intend to exercise your appraisal rights, we recommend that you consult with your legal adviser immediately since failure to comply on a timely basis with the procedures specified under the DGCL will result in the loss of your appraisal rights. *Completion of the Letter of Transmittal will result in a waiver of any appraisal rights that you may have.*

RTI STRONGLY ENCOURAGES YOU TO CONSULT YOUR OWN FINANCIAL, TAX AND LEGAL ADVISORS REGARDING THE MERGER. IT IS IMPORTANT TO UNDERSTAND THAT RTI IS NOT PROVIDING YOU WITH FINANCIAL, LEGAL OR TAX ADVICE.

Approval of Certain Compensatory Amounts

The Stockholders are also being asked to vote on a proposal to approve certain compensatory amounts payable to certain RTI employees and to an RTI director. Payment of these compensatory amounts is in each case contingent on obtaining stockholder approval and satisfying certain other conditions that relate to those amounts, as described under "Approval of Certain Compensatory Amounts" beginning on page 26 of this Information Statement. Approval of these compensatory amounts will enable RTI and the individuals who would otherwise become eligible to receive the compensatory amounts to avoid certain adverse tax consequences under the "excess parachute payment" provisions of Sections 280G and 4999 of the Internal Revenue Code. The Merger is not conditioned on approval of these compensatory amounts.

In addition to this Information Statement, the following document is enclosed:

Written Consent of the Stockholders of Restaurant Technologies, Inc.: Stockholder approval of the compensatory amounts (described in this Information Statement) may be given by signing the written consent and returning it to Wells Fargo Bank, National Association.

This Information Statement and the attached Notice are first being mailed to Stockholders on May 3, 2011.

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THE MERGER

Parties to the Merger

Restaurant Technologies, Inc.
2250 Pilot Knob Road, Suite 100
Mendota Heights, Minnesota 55120
Telephone: (888) 796-4997

RTI, a Delaware corporation, is the developer, distributor, and service provider of the foodservice industry's leading automated solution for storing, handling, and disposing of frying oil. RTI, a private, Minnesota-headquartered company, was founded in 1996.

Mendakota Acquisition Company Inc.
c/o EQT Partner Inc.
1 North Lexington Avenue, 11th floor
White Plains, New York 10601
Telephone: (914) 428-0649

Acquiror, a Delaware corporation, was formed in order to facilitate the Merger and has not engaged in any operations other than in connection with its formation and the negotiation and execution of the Merger Agreement and the transactions contemplated thereby.

Augusta Acquisition Corp.
c/o Mendakota Acquisition Company Inc.
1 North Lexington Avenue, 11th floor
White Plains, New York 10601
Telephone: (914) 428-0649

Merger Subsidiary is a Delaware corporation and a wholly-owned subsidiary of Acquiror. Merger Subsidiary exists solely to facilitate the Merger and has not engaged in any operations other than in connection with its formation and the negotiation and execution of the Merger Agreement and the transactions contemplated thereby.

EQT Infrastructure Limited
PO Box 269
National Westminster House
Le Truchot
St. Peter Port, GY1 3RA
Guernsey
Telephone: +44 1481 722 278

Guarantor is a limited liability company organized under the laws of the Island of Guernsey. Guarantor is only a party to Sections 3.08, 3.16 and 7.02 and Article X (other than Sections 10.07 and 10.19) of the Merger Agreement, pursuant to which Guarantor agreed to guarantee to RTI the due and punctual payment, performance and discharge of all transaction fees and expenses, the Merger Consideration (as defined below) and all other payments and obligations by Acquiror arising under the Merger Agreement.

General Description of the Merger

This Information Statement relates to the proposed acquisition of RTI by Acquiror pursuant to an Agreement and Plan of Merger, dated as of April 16, 2011, among Acquiror, Merger Subsidiary, Guarantor and RTI (as amended, the "*Merger Agreement*"). Upon the terms and subject to the conditions of the Merger Agreement, Merger Subsidiary will be merged with and into RTI. As a result of the Merger, RTI will become a wholly-owned subsidiary of Acquiror.

Merger Consideration

Under the Merger Agreement, the Securityholders are entitled to receive consideration in an aggregate amount equal to the sum of (i) at or after the Effective Time, an amount in cash equal to the Merger Consideration (as defined below) less the Escrow Amount (as defined below) and less the Holdback Account (as defined below) (the "Closing Merger Consideration"), (ii) the Final Merger Consideration Adjustment (as defined on page 12), if any, once the balance sheet as of the Closing becomes final and binding pursuant to the terms of the Merger Agreement and (iii) the Additional Merger Consideration (as defined on page 12), if any, in connection with distribution of the Escrow Fund (as defined below) and Holdback Account at the end of the escrow and holdback periods, except to the extent that Acquiror makes any valid working capital adjustment or indemnification claims pursuant to the Merger Agreement and the Escrow Agreement (as defined below) and except to the extent the Stockholders' Representative uses the Holdback Account for its expenses. The "Merger Consideration" is an amount equal to:

- \$270,000,000,
- plus RTI's net cash amount as of the Closing Date (which includes RTI's cash and cash equivalents on hand or in bank accounts as of the Closing Date, minus the aggregate amount of issued and unpaid checks issued by RTI as of that date),
- plus the amount by which RTI's net working capital as of the close of business on the Closing Date exceeds the target net working capital, or minus the amount by which RTI's target working capital exceeds the net working capital as of the close of business on the Closing Date, as the case may be;
- minus RTI's indebtedness as of the Closing Date; and
- minus RTI's closing costs as of the Closing Date.

Please review the sections titled "Indemnification and Escrow Fund," "Stockholders' Representative and Holdback Account" and "Capital Stock" below for greater detail. The estimated amounts of the Closing Merger Consideration Per Share and Additional Per Share Merger Consideration are described below.

In addition, holders of a majority of the Preferred Stock are entitled under the terms of the Restated Certificate to elect to treat the merger as a liquidation, dissolution or winding up of RTI for purposes of the Preferred Stock, and such an election was made on April 18, 2011 (after the Majority Stockholders approved and adopted the Merger Agreement) by written consent of holders of a majority of the Preferred Stock. Accordingly, if the "Class Z Base Value" (as defined in the Restated Certificate) of any share of Preferred Stock exceeds the Merger Consideration Per Share described below, then the Merger Consideration Per Share will be decreased pro rata for all Common Stock, Options and Warrants (other than the Continuing Warrants and certain "out-of-the-money" Warrants) and increased for all Preferred Stock, such that the Merger Consideration Per Share for each share of Preferred Stock equals the Class Z Base Value of such share. In that case, the Final Merger Consideration Adjustment Per Share, if any, and Additional Per Share Merger Consideration, if any (each as described below under "Effect on Capital Stock and Equity Awards"), will not be payable with respect to the shares of Preferred Stock and will instead be paid to the holders of Common Stock, Options and Warrants (other than the Continuing Warrants and certain "out-of-the-money" Warrants) to the extent that the sum of the Closing Merger Consideration Per Share, Final Merger Consideration Adjustment Per Share, and Additional Per Share Merger Consideration for such share of Preferred Stock exceeds the sum of the Closing Merger Consideration Per Share, Final Merger Consideration Adjustment Per Share and Additional Per Share Merger Consideration paid with respect to the Common Stock. Because the Class Z Base Value of all shares of Preferred Stock, as of the date of this Information Statement, is \$1.36, there will not be an adjustment based on the Class Z Base Value upon completion of the Merger.

RTI previously entered into a Stipulation of Settlement dated as of September 27, 2010, relating to the matter titled *Tate et al. v. Restaurant Technologies, Inc., et al.*, No. 09-cv-2076 (the "Proceeding"). Under the terms of the settlement, RTI issued two promissory notes, each dated December 1, 2010, in the original principal amounts of \$1,400,000 and \$1,550,000, respectively, payable to the representatives of the plaintiff class (the "Settlement Notes"). The terms of the settlement require that the principal and interest owing under each Settlement Note be paid on the Closing Date. The Settlement Note in the original principal amount of \$1,400,000 also provides that if the purchase price exceeds \$170 million, RTI is required to pay, in satisfaction of such Settlement Note, 7% of the

gross sales proceeds in excess of \$150 million, as described in the Stipulation of Settlement. RTI expects approximately \$10 million will be treated as indebtedness of RTI for purposes of calculation of the Merger Consideration.

Based on RTI's net cash, net working capital, indebtedness and transaction expense amounts as of March 31, 2011 (including the amount estimated to be payable in satisfaction of the Settlement Notes), and assuming that no funds in the Escrow Amount (as defined below) or Holdback Account are paid out to the Acquiror or used by the Stockholders' Representative for the Representative's Expenses (as described below), the Closing Merger Consideration Per Share will be equal to \$3.35 and the Additional Per Share Merger Consideration will be equal to \$0.30 per share. In order for the sum of these two amounts to increase or decrease by \$0.01 per share, the aggregate difference between RTI's net cash, net working capital, indebtedness and transaction expense amounts as of March 31, 2011 compared to such amounts as of the Closing would have to be at least \$400,000 (for an increase of \$0.01 per share) or (\$400,000) (for a decrease of \$0.01 per share).

Effect on Capital Stock and Equity Awards

On the Closing Date, each outstanding share of Capital Stock, each Option and each Warrant (other than the Continuing Warrants) will be canceled and, except as described below, converted into the right to receive portions of the Merger Consideration as described below.

Capital Stock

At the effective time of the Merger, each share of Common Stock (including shares of restricted Common Stock) and Preferred Stock (other than those shares held by Stockholders who validly perfect appraisal rights under Delaware law and those shares held by Acquiror or RTI) will be converted into the right to receive the Merger Consideration Per Share, calculated in the manner described on page 12, and upon such conversion, will be automatically canceled.

Options

The Board has unanimously determined that, immediately prior to Closing, each outstanding Option shall become fully-vested and exercisable. Except for Options having an exercise price that is greater than or equal to the Merger Consideration Per Share, which will be canceled with no payment of consideration (collectively, the "Excluded Options"), each Option that is outstanding immediately prior to the effective time of the Merger will, at such time, be canceled in exchange for the right to receive an amount equal to the product of:

- the total number of shares of Common Stock subject to the Option as of the effective time of the Merger, multiplied by
- the excess, if any, of the Merger Consideration Per Share (calculated in the manner described on page 12) over the exercise price per share of the shares of Common Stock subject to the Option, less applicable withholding taxes, if any, required to be withheld with respect to such payment.

Based on the Merger Consideration Per Share, there are no Excluded Options.

Warrants

Each Warrant (other than the Continuing Warrants and each other Warrant having an exercise price that is greater than or equal to the Merger Consideration Per Share, which will be canceled with no payment of consideration (collectively, the "Excluded Warrants") that is outstanding immediately prior to the effective time of the Merger will, at such time, be canceled in exchange for the right to receive an amount equal to the product of:

- the total number of shares of Common Stock subject to the Warrant as of the effective time of the Merger, multiplied by
- the excess, if any, of the Merger Consideration Per Share (calculated in the manner described on page 12) over the exercise price per share of the shares of Common Stock subject to the Warrant, less applicable withholding taxes, if any, required to be withheld with respect to such payment.

Each Continuing Warrant will remain in existence following the Closing until it terminates by its terms or is exercised in accordance with its terms. As of the date hereof, the exercise price of each Continuing Warrant is significantly higher than the amount RTI expects, based on information available as of the date hereof, to be the final Merger Consideration Per Share. Accordingly, RTI does not expect that any of the Continuing Warrants will be exercised and expects that they will continue to be governed according to their respective terms.

Background to the Merger

On an ongoing basis, RTI's majority stockholders, Board and management have reviewed and evaluated the strategic direction of RTI in light of RTI's financial performance and market, economic, competitive and other conditions. In an effort to maximize stockholder value, RTI's management and Board have also regularly considered a variety of business strategies, including the continued pursuit of organic growth, strategic alliances and acquisitions, as well as regularly reviewing RTI's prospects as an independent privately held company.

In 2010, based on discussions with RTI's majority stockholders, RTI's Board determined that it was advisable to seek the assistance and advice of a financial advisor in connection with a potential sale of RTI and determined that William Blair & Company ("William Blair") was well positioned to represent RTI in seeking and evaluating indications of interest. Beginning in December 2010, through William Blair, RTI contacted a total of 195 potential buyers, of which 59 were strategic buyers and 136 were financial buyers. Of the potential buyers contacted, 94 (ten strategic and 84 financial) executed confidentiality agreements and received copies of RTI's confidential descriptive memorandum. In an initial round of bidding, 29 potential buyers (three strategic and 26 financial) submitted preliminary indications of interest and began conducting preliminary due diligence of RTI. EQT Infrastructure Limited was among the top three bidders in this initial round. After holding management meetings with the bidders providing the 13 highest preliminary indications and the conclusion of initial due diligence, eight potential buyers, including EQT Infrastructure Limited, submitted bids in the second round. All but one of these bidders were financial buyers. After further due diligence by the potential buyers, three potential buyers, all financial buyers, were selected to submit bids in the final round. EQT Infrastructure Limited submitted the highest bid in the final round and the purchase agreement terms proposed by it were determined by the Board and RTI's majority stockholders to be favorable. Based on these and other factors considered by the Board and RTI's majority stockholders, RTI management was authorized to assist RTI's majority stockholders in the negotiation and finalization of a definitive purchase agreement with EQT Infrastructure Limited.

Recommendation of RTI's Board

On April 16, 2011, after careful consideration, the Board:

- unanimously determined that the Merger and the Merger Agreement and the related agreements to be entered into by RTI in order to consummate the Merger (collectively, the "Transaction Documents") are advisable and fair to, and in the best interest of, the Stockholders; and
- unanimously recommended that the Stockholders adopt and approve the Transaction Documents and the Merger.

Reasons for the Merger

In reaching its determination, approval and recommendation referred to above, the Board consulted with management and its legal and financial advisors and considered a number of factors, including, but not limited to, the following factors, each of which, in the view of the Board, supported such determination, approval and recommendation:

- Acquiror's obligation to complete the Merger was not subject to any financing contingencies;
- management's view that it was unlikely that any other party would propose to enter into a transaction more favorable to RTI and the Stockholders;
- strategic options available to RTI and the Board's assessment that none of these options were reasonably likely to present superior opportunities, or were reasonably likely to create greater value for the Stockholders, than the prospects presented by the Merger;
- RTI's need for additional debt or equity financing to repay in full its outstanding Series 1 Senior Secured Notes Due 2012 and Series 2 Senior Secured Notes Due 2012, all of which become due and payable on February 1, 2012, and the possibility that RTI may not be able to obtain such additional debt or equity financing on favorable terms or at all;
- the Merger Agreement contained only customary conditions to the completion of the Merger, which increased the likelihood that the Merger would be completed;
- the likelihood that the Merger would be approved by the requisite regulatory authorities; and
- the likelihood that the Majority Stockholders, collectively owning greater than 50% of the Capital Stock, supported the Merger Agreement, thereby assuring necessary Stockholder approval.

The Board also considered potential adverse consequences of the Merger and Merger Agreement, including:

- the risk that key employees would depart or be distracted by the process of the Merger and the subsequent integration of the RTI and Acquiror businesses;
- the risk of diverting management's focus and resources from other strategic opportunities and from operational matters while working to implement the Merger;
- the risk that the Merger would not be completed and the potential adverse effects of the failure to complete the Merger on RTI's operating results;
- the significant transaction costs that would be incurred by RTI in connection with the proposed Merger;
- the risk that, as a result of the announcement of the Merger, RTI's existing relationships with customers and suppliers would be impaired and RTI might have difficulty attracting new customers; and
- certain officers and directors of RTI had interests in the Merger that might conflict with the interests of RTI and its Stockholders as described under "*Interests of Certain Persons in the Merger.*"

In view of the wide variety of factors considered in connection with the Board's evaluation of the Merger Agreement and the Merger, the Board did not find it practicable to, and did not, qualify or otherwise attempt to assign relative weightings to the specific factors considered in reaching its determination, approval and recommendation.

The foregoing discussion of the information and factors considered and given weight by the Board is not intended to be exhaustive but is believed to include the material factors considered by the Board.

Certain Projections

RTI provided William Blair with certain business and financial information about RTI to be shared with potential buyers. The information included illustrative financial projections for fiscal years 2011 through 2015 (the "*Projections*"). RTI has no knowledge of the extent to which potential buyers considered the Projections in formulating their bids. The Projections were prepared on a basis consistent with the accounting principles used in RTI's historical financial statements. RTI is including the Projections below to give RTI Stockholders access to information considered by the Board, Acquiror and their advisors and to assist RTI Stockholders in considering and evaluating an exercise of their appraisal rights. The Projections do not give effect to the Merger. The Projections should be read in conjunction with RTI's audited and unaudited financial statements (see "*Financial Information*" below.)

	2011	2012	2013	2014	2015
Total Revenue	\$ 277,620,417	\$ 293,125,217	\$ 313,840,152	\$ 339,563,900	\$ 367,927,172
Gross Profit	99,820,951	105,802,359	113,848,069	123,914,982	135,114,389
Total Depot Expenses	46,340,821	48,250,658	51,138,418	54,720,717	58,278,003
Total Corporate Expenses	22,713,224	23,598,481	24,644,353	25,843,406	27,131,765
EBITDA before 123R(1)	30,766,906	33,953,220	38,065,298	43,350,858	49,704,622

(1) EBITDA before 123R refers to earnings before interest, taxes, depreciation, amortization and 123R stock-based compensation expenses.

RTI expects revenue to increase to \$367.9 million in 2015 from \$250.3 million in 2010. The key driver of growth during this projection period is an increase in average customer installations from 14,533 in 2010 to 20,195 in 2015. This installation growth is based primarily on growing national accounts and adding four depots in new markets. RTI has assumed that new oil prices are relatively consistent with 2010 levels and that the market price for waste oil is \$0.31 per pound on average throughout the projection period. RTI's actual results in future periods could differ materially from those anticipated in the Projections as a result of various factors many of which are outside the control of RTI.

Required Approval of the Merger; Written Consent

Under Section 251 of the DGCL and the Restated Certificate, the approval of the Board and the affirmative vote of a majority of the Capital Stock issued and outstanding as of the date of the Merger Agreement (including shares of the Class Z Convertible Preferred Stock voting on an as-converted basis) were required to adopt the Merger Agreement (and approve the Merger). The Board unanimously approved and adopted the Merger Agreement and the Merger on April 16, 2011, and fixed April 16, 2011 as the record for determining stockholders entitled to consent to the approval and adoption of the Merger Agreement.

The Majority Stockholders, comprised of Parthenon Investors II, L.P., Parthenon Investors, L.P., PCIP Investors and ABS Capital Partners IV Trust, collectively own Capital Stock representing greater than a majority of the voting power of all Capital Stock entitled to vote on the adoption of the Merger Agreement. Each of the Majority Stockholders has delivered a written consent approving and adopting the Merger Agreement on April 18, 2011. As a result, the collective written consent of the Majority Stockholders exceeded the majority approval of the voting power of all Capital Stock as required under Delaware law and, accordingly, their action by written consent was sufficient to adopt the Merger Agreement (and approve the Merger) without any further action by any other Stockholder.

This Information Statement and the accompanying Notice constitute the notice that RTI is required to give you under Section 228(e) of the DGCL, Article III of the RTI's bylaws and Section 4.2 of the Stockholders Agreement of the actions taken by written consent of the Stockholders to adopt the Merger Agreement.

Appraisal Rights

Under Delaware law, if you are a Stockholder, you are entitled to appraisal rights in connection with the Merger. You have the right under the DGCL to have the “fair value” of your shares of Capital Stock (exclusive of any element of value arising from the accomplishment or expectation of the Merger) determined by the Delaware Court of Chancery, and to receive payment based on that valuation (together with a fair rate of interest) instead of the Merger Consideration Per Share, as described herein. This right to appraisal is subject to a number of restrictions and technical requirements. *Generally, in order to exercise your appraisal rights you must send a written demand to RTI for appraisal in compliance with the DGCL within 20 days after the date of mailing of this Notice.* Requirements under Delaware law for exercising appraisal rights are described in further detail beginning on page 22. The relevant section of Delaware law regarding appraisal rights is reproduced and attached as Annex A to this Information Statement. *Completing and sending in the Letter of Transmittal will result in a waiver of any appraisal rights you may have.*

Surrender of Stock Certificates, Options and Warrants

A Letter of Transmittal is attached to this Information Statement and has been mailed to all Stockholders by Wells Fargo Bank, National Association, the paying agent for Acquiror (the “*Paying Agent*”). The Letter of Transmittal contains instructions for surrendering your Capital Stock certificates for receipt of the Merger Consideration to which you are entitled. Certificates should be surrendered together with your fully completed Letter of Transmittal and returned as instructed in the Letter of Transmittal.

A Right Holder Cancellation Agreement has been or will be mailed to all holders of Options and Warrants. The Right Holder Cancellation Agreement contains instructions for surrendering Options and Warrants for potential receipt of the Merger Consideration to which such holders are entitled. Options and Warrants should be surrendered together with the holder’s fully completed Right Holder Cancellation Agreement and returned as instructed in the Right Holder Cancellation Agreement.

Please carefully review the Letter of Transmittal and/or Right Holder Cancellation Agreement, as applicable. By completing, signing and submitting the Letter of Transmittal and/or Right Holder Cancellation Agreement you are agreeing to be subject to certain duties and obligations and entitled to the rights and benefits under the Merger Agreement and the Escrow Agreement (both of which are described in detail below) and appointing the Stockholders’ Representative to act on your behalf pursuant to those agreements (as further described below). After both (i) the Paying Agent receives your properly completed Letter of Transmittal and/or Right Holder Cancellation Agreement along with your stock certificates, Options or Warrants, as applicable, and (ii) the Closing of the Merger, you will receive the Closing Merger Consideration Per Share applicable to the number of shares of Capital Stock represented by certificates and your Options and/or Warrants and you will be entitled to the Final Merger Consideration Adjustment Per Share, if any, and the Additional Per Share Merger Consideration, if any, in each case as described in the section titled “*Merger Consideration*” below. For greater detail on the exchange of certificates, Options and/or Warrants please see the section titled “*Exchange of Capital Stock, Options and Warrants for Merger Consideration*” below.

Return of Escrowed Funds under the Class Z Securities Purchase Agreement

Pursuant to the Securities Purchase Agreement, dated June 24, 2009, among RTI, Parthenon Investors II, L.P., ABS Capital Partners IV, L.P. and the other Purchasers set forth on Schedule 1.1 thereto (as amended from time to time, the “*Class Z Securities Purchase Agreement*”), the Purchasers agreed to deposit certain funds into an escrow account established pursuant to an Escrow Agreement entered into in connection with the Class Z Securities Purchase Agreement (the “*Class Z Escrow Agreement*”) to secure certain obligations of the Purchasers pursuant to the Class Z Securities Purchase Agreement. In connection with the Merger, the Class Z Securities Purchase Agreement will be terminated, and following notice by RTI to the escrow agent appointed pursuant to the Class Z Escrow Agreement, the escrow agent will release by wire transfer or otherwise distribute to each Purchaser its pro rata share of the remaining balance of the escrowed funds as provided in the Class Z Escrow Agreement.

Approval of Certain Compensatory Amounts

The Stockholders are also being asked to vote on a proposal to approve certain compensatory amounts payable to certain RTI employees and an RTI director. Payment of these compensatory amounts is in each case contingent on obtaining stockholder approval and satisfying certain other conditions that relate to those amounts, as described under “*Approval of Certain Compensatory Amounts*” beginning on page 26 of this Information Statement. Approval of these compensatory amounts will enable RTI and the individuals who would otherwise become eligible to receive the compensatory amounts to avoid certain adverse tax consequences under the “excess parachute payment” provisions of Sections 280G and 4999 of the Internal Revenue Code. The Merger is not conditioned on approval of these compensatory amounts.

Stockholder approval of the compensatory amounts may be given by signing the document titled “Written Consent of the Stockholders of Restaurant Technologies, Inc.” included with this Information Statement and returning it to Wells Fargo Bank, National Association. Any Stockholder who wishes to disapprove the compensatory amounts may do so by declining to sign and return to Wells Fargo Bank, National Association this Written Consent.

Exchange of Capital Stock, Options and Warrants for Merger Consideration

The conversion of Capital Stock, Options and Warrants into the right to receive a portion of the Merger Consideration will occur automatically on the Closing Date at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware and becomes effective (the “*Effective Time*”). At the Effective Time, Acquiror will make available to the Stockholders the Closing Merger Consideration Per Share. The Paying Agent (or RTI, in certain cases) will deliver a Letter of Transmittal and/or a Right Holder Cancellation Agreement, which contains instructions on how to surrender your stock certificates, Options and Warrants, as applicable, in exchange for your portion of the Merger Consideration.

The cash paid upon receipt of your properly completed Letter of Transmittal and/or Right Holder Cancellation Agreement and conversion of your Capital Stock, Options and/or Warrants and any future payments of Merger Consideration will be issued in full satisfaction of all rights relating to your Capital Stock, Options and/or Warrants.

Under Delaware law, if you are a Stockholder, you are entitled to exercise appraisal rights with respect to your Capital Stock and have the Delaware Court of Chancery determine the “fair value” of your shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger), and to receive, instead of the Merger Consideration Per Share as described herein, payment based on that valuation (together with a fair rate of interest), which may be more or less than the Merger Consideration Per Share you are entitled to receive under the Merger Agreement. *If you submit your Letter of Transmittal before the expiration of the 20 day period in which you can exercise appraisal rights, you will be deemed to have waived your appraisal rights.* Before you submit your Letter of Transmittal, please carefully read the section entitled “*Appraisal Rights of Stockholders*” beginning on page 22 of this Information Statement, as well as Section 262 of the DGCL attached at Annex A, to understand your appraisal rights.

Regulatory Approvals Required for the Merger

The Hart-Scott-Rodino Antitrust Improvements Act of 1976 (“*HSR Act*”) and related rules provide that transactions such as the Merger may not be completed until certain information has been submitted to the Federal Trade Commission and the Antitrust Division of the U.S. Department of Justice and specified waiting period requirements have been satisfied. On April 22, 2011, Acquiror and Parthenon Investors II, L.P. (which, directly or indirectly through its subsidiaries, beneficially owns a majority of the Capital Stock of RTI outstanding as of the date hereof) each filed a Notification and Report Form with the Antitrust Division and the Federal Trade Commission. The waiting period would have expired on May 23, 2011, but the Federal Trade Commission granted early termination of the waiting period on May 2, 2011.

Except as noted above with respect to the required filings under the HSR Act and the filing of a Certificate of Merger in Delaware on the Closing Date, RTI is unaware of any material federal or state regulatory requirements or approvals required for the execution of the Merger Agreement or completion of the Merger.

Material U.S. Federal Income Tax Consequences of the Merger to Stockholders

The following discussion summarizes certain material federal income tax consequences of the Merger that are generally applicable to Stockholders. This discussion is for general information purposes only and does not address all federal income tax considerations that may be relevant to particular Stockholders in light of their special circumstances, such as Stockholders who are dealers in securities, financial institutions, regulated investment companies, tax-exempt entities, foreign persons, U.S. persons that have a functional currency other than the U.S. dollar, or persons that are subject to the alternative minimum tax. In addition, this discussion does not address the tax consequences of the Merger to holders of Options or Warrants, to Stockholders who acquired their Capital Stock upon exercise of stock options or in other compensatory transactions or to Stockholders who are party to the Rollover and Investment Agreements (as described below). Furthermore, no state, local or foreign tax considerations are addressed herein. In addition, the discussion does not address the tax consequences of any transactions effectuated prior to or after the Merger (whether or not such transactions occur in connection with the Merger). This discussion assumes the Capital Stock is held as a capital asset (within the meaning of Section 1221 of the Internal Revenue Code) as of the Effective Time. The discussion is based on federal income tax law in effect as of the date hereof, which is subject to change at any time (possibly with retroactive effect). No opinions of counsel or rulings from the Internal Revenue Service have been requested or obtained in connection with the Merger.

This discussion only applies to a Stockholder that is (1) a citizen or resident of the United States, (2) a corporation created or organized in or under the laws of the United States, or any political subdivision thereof (including the District of Columbia), (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (4) a trust if either (a) a court within the United States is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of such trust or (b) the trust has a valid election in effect to be treated as a U.S. person for U.S. federal income tax purposes. If a partnership holds Capital Stock, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. If you are a partner of a partnership holding Capital Stock, you should consult your tax advisor.

Circular 230 Notice: To ensure compliance with Treasury Department Circular 230, persons considering the transactions described in this Information Statement are hereby advised: (1) the tax advice set forth herein is not intended or written to be used, and cannot be used, by you or anyone else for the purpose of avoiding federal tax penalties that may be imposed; (2) the advice was written to support the promotion or marketing of the transactions described herein; and (3) RTI urges you to consult your own tax advisor to determine the tax consequences to you of the Merger.

General

The Merger will constitute a fully taxable transaction for U.S. federal income tax purposes. As a result, a Stockholder will generally recognize gain or loss as a result of the Merger in an amount equal to the difference between the amount of the Merger Consideration received by such Stockholder (other than any amounts treated as imputed interest, as discussed below under "*Installment Method*") and the Stockholder's adjusted tax basis in Capital Stock surrendered in the Merger. Such gain or loss will be determined separately for each block of shares (*i.e.*, shares acquired at the same cost in a single transaction) surrendered for cash pursuant to the Merger. Such gain or loss will be a capital gain or loss and will be a long-term capital gain or loss if the Stockholder's holding period is more than one year. The deductibility of capital losses is subject to limitations.

For purposes of computing taxable gain or loss, the amounts otherwise payable to the Stockholders deposited in the Holdback Account will be treated as received by the Stockholders at the time of the Merger. As a result, although any amounts remaining in the Holdback Account will not be distributed until the day after the date that is six months after the Closing Date (or if later, the settlement date), each Stockholder will be subject to tax on that Stockholder's pro rata share of amounts in the Holdback Account at the time of the Merger. Stockholders should consult their own tax advisors regarding the tax consequences of the Holdback Account in light of their own circumstances.

Installment Method

Stockholders should be eligible to report gain with respect to their allocable shares of the Escrow Fund under the installment method for federal income tax purposes, provided that they (i) are not dealers in securities and otherwise meet the requirements for installment sale reporting under Section 453 of the Internal Revenue Code and (ii) do not elect out of such method of reporting. The installment method does not apply to Stockholders who will recognize a loss. The installment method generally permits sellers of qualifying property to report gain with respect to payments received in taxable years after the year of sale in the year such payments are received (actually or constructively) rather than in the year of sale. In such event, the Stockholder's basis in the shares of Capital Stock generally must be allocated proportionately among the payments to be received, assuming that the maximum amount of the payments from the Escrow Fund will be received.

In the case of a Stockholder who holds installment receivables, including such Stockholder's share of the Escrow Fund, with an aggregate face amount in excess of \$5 million as of the end of the current (and any future) tax year, such Stockholder will be assessed an interest charge on the deferred tax liability attributable to the portion in excess of such \$5 million amount, payable with such Stockholder's tax liability for such year, unless such Stockholder's total consideration in the Merger (including such Stockholder's pro rata share of the Holdback Account and the Escrow Fund) is not more than \$150,000. Stockholders should consult their own tax advisors regarding their eligibility to use the installment method of reporting and the potential application of the installment method and such interest charge rule to their particular circumstances.

A portion of any payments made to Stockholders out of the Escrow Fund will be treated for tax purposes as imputed interest from the Effective Time to the date of payment. The portion of any payment out of the Escrow Fund which is characterized as interest will be taxable as ordinary interest income to each Stockholder in accordance with such Stockholder's regular method of tax accounting.

Stockholders may affirmatively elect not to use the installment method. Stockholders should consult their own tax advisors regarding the tax consequences of electing not to use the installment method and the requirements for making such election.

Appraisal Rights

Under specified circumstances, Stockholders may be entitled to appraisal rights in connection with the Merger. See the section titled "*Appraisal Rights of Stockholders*" below. If appraisal rights are available and a Stockholder receives cash pursuant to the exercise of such rights, such Stockholder generally will recognize gain or loss in an amount equal to the difference between the cash received and such Stockholder's adjusted tax basis in its Capital Stock. Stockholders who exercise appraisal rights are urged to consult their own tax advisors.

Backup Withholding

A Stockholder (other than certain exempt Stockholders, including corporations and certain foreign persons and entities) may be subject to backup withholding unless such Stockholder provides its correct taxpayer identification number ("*TIN*"), which, in the case of individuals is generally their social security number, and certifies as to no loss of exemption from backup withholding by completing the substitute IRS Form W-9 included in the letter of transmittal that will be mailed to the Stockholders by the Paying Agent, and certifies that it is a U.S. person, and otherwise complies with the applicable requirements of the backup withholding rules. A Stockholder who fails to furnish a TIN may be subject to tax penalties, and the gross proceeds of the Merger payable to such Stockholders may be subjected to backup withholding. The current rate of backup withholding is 28%. This rate is scheduled to increase to 31% as of January 1, 2013. Backup withholding is not an additional tax. Rather, the amount of the backup withholding can be credited against the federal income tax liability of such Stockholder, and a refund can be obtained from the Internal Revenue Service by the Stockholder if backup withholding results in an overpayment of tax, provided that the required information is timely supplied to the Internal Revenue Service. A Stockholder may also be subject to certain information reporting requirements.

THE MERGER AGREEMENT

Please note that this Information Statement is being provided to you on a confidential basis and may not be disclosed to any third party without RTI's express consent.

The following is a summary of the material provisions of the Merger Agreement. This summary is not complete and is qualified in its entirety by reference to the Merger Agreement, which is available upon request as described under the section entitled "*Where You Can Find More Information.*"

Closing Date; Form of the Merger

Pursuant to the Merger Agreement, the closing of the Merger shall take place on May 16, 2011, but if all of the closing conditions set forth in the Merger Agreement have not been satisfied or waived by such date, as promptly as practicable thereafter, but in any event, no later than three business days after the satisfaction or waiver of all such conditions (the date of such closing, the "*Closing Date*"). The Closing is expected to take place and a Certificate of Merger is expected to be filed with the Delaware Secretary of State on or about May 16, 2011. Subject to the terms and conditions of the Merger Agreement and in accordance with the DGCL, on the Closing Date, Merger Subsidiary will be merged into and with RTI, and RTI will become a wholly-owned subsidiary of Acquiror.

Merger Consideration

Under the Merger Agreement, the Securityholders are entitled to receive consideration in an aggregate amount equal to the sum of (i) at or after the Effective Time, an amount in cash equal to the Merger Consideration (as defined below) less the Escrow Amount (as defined below) and less the Holdback Account (as defined below) (the "*Closing Merger Consideration*"), (ii) the Final Merger Consideration Adjustment (as defined below), if any, once the balance sheet as of the Closing becomes final and binding pursuant to the terms of the Merger Agreement and (iii) the Additional Merger Consideration (as defined below), if any, in connection with distribution of the Escrow Fund (as defined below) and Holdback Account at the end of the escrow and holdback periods, except to the extent that Acquiror makes any valid working capital adjustment or indemnification claims pursuant to the Merger Agreement and the Escrow Agreement (as defined below) and except to the extent the Stockholders' Representative uses the Holdback Account for its expenses. The "*Merger Consideration*" is an amount equal to:

- \$270,000,000,
- plus RTI's net cash amount as of the Closing Date (which includes RTI's cash and cash equivalents on hand or in bank accounts as of the Closing Date, minus the aggregate amount of issued and unpaid checks issued by RTI as of that date),
- plus the amount by which RTI's net working capital as of the close of business on the Closing Date exceeds the target net working capital, or minus the amount by which RTI's target working capital exceeds the net working capital as of the close of business on the Closing Date, as the case may be;
- minus RTI's indebtedness as of the Closing Date; and
- minus RTI's closing costs as of the Closing Date.

Please review the sections titled "*Indemnification and Escrow Fund*," "*Stockholders' Representative and Holdback Account*" and "*Capital Stock*" below for greater detail. The estimated amounts of the Closing Merger Consideration Per Share and Additional Per Share Merger Consideration are described below.

In addition, holders of a majority of the Preferred Stock are entitled under the terms of the Restated Certificate to elect to treat the merger as a liquidation, dissolution or winding up of RTI for purposes of the Preferred Stock, and such an election was made on April 18, 2011 (after the Majority Stockholders approved and adopted the Merger Agreement) by written consent of holders of a majority of the Preferred Stock. Accordingly, if the "Class Z Base Value" (as defined in the Restated Certificate) of any share of Preferred Stock exceeds the Merger Consideration Per Share described below, then the Merger Consideration Per Share will be decreased pro rata for all Common Stock, Options and Warrants (other than the Continuing Warrants and certain "out-of-the-money" Warrants) and increased

for all Preferred Stock, such that the Merger Consideration Per Share for each share of Preferred Stock equals the Class Z Base Value of such share (any such adjustment being referred to as the “Preferred Stock Liquidation Adjustment”). In that case, the Final Merger Consideration Adjustment Per Share, if any, and Additional Per Share Merger Consideration, if any, will not be payable with respect to the shares of Preferred Stock and will instead be paid to the holders of Common Stock, Options and Warrants (other than the Continuing Warrants and certain “out-of-the-money” Warrants) to the extent that the sum of the Closing Merger Consideration Per Share, Final Merger Consideration Adjustment Per Share, and Additional Per Share Merger Consideration for such share of Preferred Stock exceeds the sum of the Closing Merger Consideration Per Share, Final Merger Consideration Adjustment Per Share and Additional Per Share Merger Consideration paid with respect to the Common Stock. Because the Class Z Base Value of all shares of Preferred Stock, as of the date of this Information Statement, is \$1.36, there will not be an adjustment based on the Class Z Base Value upon completion of the Merger.

RTI previously entered into a Stipulation of Settlement dated as of September 27, 2010, relating to the Proceeding described above in the section titled “*The Merger – Merger Consideration*” on page 11. The aggregate amount payable in satisfaction of the Settlement Notes referred to in such section will be treated as indebtedness of RTI for purposes of calculation of the Merger Consideration.

On the Closing Date, each outstanding share of Capital Stock, each Option and each Warrant will be affected as described below.

Capital Stock

At the effective time of the Merger, each share of Common Stock (including each share of restricted Common Stock) and Preferred Stock (other than, in each case, those shares held by stockholders who validly perfect appraisal rights under Delaware law and those shares held by Acquiror or RTI) will be, except as described below, converted into the right to receive the following (collectively, the “Merger Consideration Per Share”):

- at or after the Effective Time, an amount based on RTI’s good faith estimate of the Merger Consideration to be paid as of the Closing Date (the “Closing Merger Consideration”). The amount of such Closing Merger Consideration to be paid at or about Closing for each share of Capital Stock entitled to a portion of the Merger Consideration is referred to herein as the “Closing Merger Consideration Per Share” and is determined by taking the sum of (x) the Merger Consideration and the aggregate exercise price of all of the Options and Warrants (other than Excluded Warrants) outstanding immediately prior to the Effective Time, less (y) the Escrow Amount and the Holdback Account, and then dividing such aggregate amount by (z) the aggregate number of shares of Capital Stock issued and outstanding plus the number of shares of Common Stock issuable upon exercise of all Options and Warrants, other than certain Excluded Warrants (collectively, the “Aggregate Fully-Diluted Shares”);
- once the balance sheet as of the Closing becomes final and binding pursuant to the terms of the Merger Agreement and the Closing Merger Consideration amount is recalculated (as recalculated, the “Final Merger Consideration”), an additional amount, if any, based on the extent to which the Final Merger Consideration exceeds the Closing Merger Consideration by an amount greater than \$50,000 (the “Final Merger Consideration Adjustment”). The amount to be paid for each share of Capital Stock (the “Final Merger Consideration Adjustment Per Share”) at such time will be determined by dividing the Final Merger Consideration Adjustment by the Aggregate Fully-Diluted Shares; and
- an additional amount, if any, based on the sum of (i) the portion of the Escrow Fund paid or payable to the Securityholders plus (ii) any portion of the amount remaining in the Holdback Account (together with interest and other income thereon but excluding any reserves) upon termination of the Holdback Account (the “Additional Merger Consideration”). The amount to be paid for each share of Capital Stock (the “Additional Per Share Merger Consideration”) at such time will be determined by dividing the Additional Merger Consideration by the Aggregate Fully-Diluted Shares.

Upon conversion of a share of Capital Stock in the foregoing manner, such share of Capital Stock shall be automatically canceled.

Please note: *payment of certain portions of the amounts listed above will only be made if* amounts that are placed into the Escrow Fund and the Holdback Account remain available for payment after any required adjustments or claims under the terms of the Merger Agreement. Further, the final Merger Consideration Per Share may be decreased in the event that Acquiror makes any valid working capital adjustment or indemnification claims pursuant to the Merger Agreement and the Escrow Agreement and except to the extent the Stockholders' Representative uses the Holdback Account for its expenses, or to the extent of any Preferred Stock Liquidation Adjustment. Please review the sections titled "*Indemnification and Escrow Fund*" and "*Stockholders' Representative and Holdback Account*" and the section titled "*Merger Consideration*" above for greater detail.

Based on RTI's net cash, net working capital, indebtedness and transaction expense amounts as of March 31, 2011 (including the amount estimated to be payable in satisfaction of the Settlement Notes), and assuming that no funds in the Escrow Amount (as defined below) or Holdback Account are paid out to the Acquiror or used by the Stockholders' Representative for the Representative's Expenses (as described below), the Closing Merger Consideration Per Share will be equal to \$3.35, and the Additional Per Share Merger Consideration will be equal to \$0.30. In order for the sum of these two amounts to increase or decrease by \$0.01 per share, the aggregate difference between RTI's net cash, net working capital, indebtedness and transaction expense amounts as of March 31, 2011 compared to such amounts as of the Closing would have to be at least \$400,000 (for an increase of \$0.01 per share) or (\$400,000) (for a decrease of \$0.01 per share).

As of April 16, 2011, there were 20,825,495 shares of Common Stock (including shares of restricted Common Stock) and 13,352,772 shares of Preferred Stock outstanding and entitled to receive payment in exchange for such shares.

Options

The Board has unanimously determined that, immediately prior to Closing, each outstanding Option shall become fully-vested and exercisable and then be canceled in exchange for the right to receive an amount equal to the product of:

- the total number of shares of Common Stock subject to the Option as of the Effective Time, multiplied by
- the excess, if any, of the Merger Consideration Per Share over the exercise price per share of the shares of Common Stock subject to the Option, less applicable withholding taxes, if any, required to be withheld with respect to such payment.

As of April 16, 2011, there were 3,758,023 "in-the-money" Options outstanding with a weighted average exercise price of \$1.32 per share.

Warrants

Each Warrant (other than Excluded Warrants, which will be canceled with no payment of consideration, and the Continuing Warrants), that is outstanding immediately prior to the effective time of the Merger will, at such time, be canceled in exchange for the right to receive an amount equal to the product of:

- the total number of shares of Common Stock subject to the Warrant as of the Effective Time, multiplied by
- the excess, if any, of the Merger Consideration Per Share over the exercise price per share of the shares of Common Stock subject to the Warrant, less applicable withholding taxes, if any, required to be withheld with respect to such payment.

As of April 16, 2011, there were 1,987,547 "in-the-money" Warrants outstanding with a weighted average exercise price of \$1.1788215 per share.

Each Continuing Warrant will remain in existence following the Closing until it terminates by its terms or is exercised in accordance with its terms. As of the date hereof, the exercise price of each Continuing Warrant is significantly higher than the amount RTI expects, based on information available as of the date hereof, to be the

final Merger Consideration Per Share. Accordingly, RTI does not expect that any of the Continuing Warrants will be exercised and expects that they will terminate according to their respective terms.

Guarantor

Pursuant to the Merger Agreement, Guarantor agreed to guarantee to RTI the due and punctual payment, performance and discharge of all transaction fees and expenses, the Merger Consideration and all other payments and obligations by Acquiror arising under the Merger Agreement.

Representations and Warranties

The Merger Agreement contains representations and warranties made by RTI, Acquiror and Merger Subsidiary that were required to be true and correct as of the date of the signing of the Merger Agreement (April 16, 2011) and are required to be true as of the Closing Date, other than any representation or warranty that relates to an earlier date (which shall be true as of such date). Each party made representations and warranties with respect to, among other things:

- corporate organization and corporate power;
- the execution, delivery and performance of the Merger Agreement and the other Transaction Documents to which the party is a signatory, were duly and validly authorized by all requisite action;
- the enforceability of the Merger Agreement and the other Transaction Documents against the party;
- the absence of breaches, conflicts with or violations under charter documents, contracts or law in connection with the execution, delivery and performance of the Merger Agreement and the other Transaction Documents to which the party is a signatory; and
- the absence of any required notice, report or other filing with, or consent, approval, exemption or authorization or other action by, any governmental entity in connection with the execution and delivery of the Merger Agreement or the consummation of the transactions contemplated by the Merger Agreement (including the Merger).

RTI also made representations and warranties with respect to various other matters, including:

- the absence of subsidiaries owned or entities controlled by RTI, other than as disclosed to Acquiror;
- the capitalization of RTI;
- the accuracy of RTI's financial statements;
- the absence of a material adverse effect involving RTI;
- the absence of any owned real property and the effectiveness of real property leases to which RTI is a party;
- certain tax matters;
- material contracts that were in effect as of the date of the signing of the Merger Agreement, including agreements with RTI's employees and officers;
- certain intellectual property matters;
- absence of pending and threatened litigation proceedings, other than as disclosed to Acquiror;
- employees and employee benefit plan matters;
- certain insurance matters;

- transaction with affiliates;
- compliance with laws and permits;
- RTI's customers and suppliers;
- compliance with environmental laws and other environmental matters;
- the absence of broker or finder fees, other than those disclosed to Acquiror; and
- the absence of undisclosed liabilities.

Acquiror and Merger Subsidiary also made representations and warranties with respect to various other matters, including:

- financial ability to consummate the Merger; and
- absence of pending and threatened litigation proceedings that could reasonably be expected to materially and adversely affect the ability of Acquiror or Merger Subsidiary to complete the Merger or perform their respective obligations under the Merger Agreement;
- operation of Acquiror and Merger Subsidiary from the date of the Merger Agreement until the Closing Date;
- solvency of Acquiror and each of its subsidiaries (including RTI in its capacity as the surviving corporation in the Merger) after giving effect to the Merger and the transactions contemplated by the Merger Agreement;
- absence of knowledge on the part of Acquiror and Merger Sub that any of RTI's representations or warranties are not true and correct in all material respects or of any material errors in or omissions from the Disclosure Schedules delivered by RTI in connection with the Merger Agreement; and
- certain matters concerning Guarantor, including Guarantor's due authorization of the execution, delivery and performance of the Merger Agreement and the other Transaction Documents to which Guarantor is a signatory by all requisite action, Guarantor's financial ability to pay and perform its obligations under the Merger Agreement, enforceability of the Merger Agreement against Guarantor, and the absence of any required consent of, approval by, permit from, filing with and notification to any governmental entity in connection with the execution, delivery and performance of the Merger Agreement by Guarantor.

Covenants

RTI has covenanted to, among other things:

- from the date of the Merger Agreement through the Closing Date, conduct the business of RTI in the ordinary course;
- from the date of the Merger Agreement through the Closing Date, afford Acquiror access to RTI's books, records, officers and employees;
- seek, and cooperate with Acquiror to obtain, clearance under the HSR Act;
- use reasonable best efforts to cause the conditions to closing to be satisfied;
- from the date of the Merger Agreement until the Closing, notify Acquiror of certain developments causing a breach of any of RTI's representations and warranties set forth in the Merger Agreement;
- prior to the Closing, send an Information Statement to the Securityholders;

- provide all reasonable cooperation requested by Acquiror or Merger Subsidiary in connection with the arrangement of financing by Acquiror as contemplated in the Merger Agreement; and
- refrain from any action to encourage, initiate or engage in negotiations with any other person regarding any purchase of Capital Stock or any merger, substantial asset sale or similar transaction involving RTI.

Acquiror has also covenanted to, among other things:

- seek, and cooperate with RTI to obtain, clearance under the HSR Act;
- use reasonable best efforts to cause the conditions to closing to be satisfied;
- from the date of the Merger Agreement until the Closing, notify the Company of any developments causing a breach of any of the representations of RTI, Acquiror or Merger Subsidiary set forth in the Merger Agreement;
- at the Closing, obtain, maintain and fully pay for (either directly or through RTI) "tail" insurance policies for the benefit of the individuals who held director and officer positions with RTI at or prior to the date of the Merger Agreement, in an amount and scope at least as favorable as RTI's director and officer insurance policies in place on the date of the Merger Agreement with respect to matters existing or occurring at or prior to the Closing Date, with a claims period of at least six years from the Closing Date; and
- during the period ending on the first anniversary of the Closing Date, provide RTI employees who continue employment with RTI with employee benefits that are substantially similar in the aggregate to those provided to such employees under RTI's benefit plans existing immediately prior to the Closing Date;
- for a period of 90 days after the Closing Date, refrain from terminating RTI employees in numbers that would trigger liability under the federal Worker Adjustment and Restraining Notification Act of 1988 or similar state or local laws; and
- not later than the Closing Date, have RTI, the Securityholders and their affiliates released, effective as of the Closing Date, from all obligations under certain letters of credit provided in connection with a material RTI customer agreement.

Closing Conditions

The closing of the Merger is conditioned upon the following, each of which may be waived in the sole discretion of Acquiror (with respect to conditions which Acquiror is entitled to the benefit of) and RTI (with respect to conditions which RTI is entitled to the benefit of):

- each of the representations and warranties of RTI and Acquiror in the Merger Agreement, without giving effect to any qualifications as to materiality, material adverse effect or similar qualifications contained in the representations and warranties, shall be true and correct as of the Closing, other than any representation or warranty that relates to an earlier date (which shall be true as of such date), except (i) to the extent of changes or developments contemplated by the terms of the Merger Agreement or caused by the transactions contemplated by the Merger Agreement, and (ii) for any failure of such representations and warranties to be true and correct as does not have a material adverse effect on RTI (with respect to RTI) or on the ability of Acquiror or Merger Subsidiary to consummate the transactions contemplated by the Merger (with respect to Acquiror);
- the parties shall have performed in all material respects all of the covenants and agreements required to be performed and complied with under the Merger Agreement prior to the Closing;
- no order of any court or governmental body shall be in effect which would, and no action or proceeding before any court or government body shall be pending seeking to, (i) prevent the performance of the Merger Agreement or the transactions contemplated hereby, (ii) declare unlawful the transactions contemplated by the Merger Agreement or (iii) cause such transactions to be rescinded;

- the approval of the Merger Agreement by the Majority Stockholders shall have been obtained (see the section titled “*The Merger – Required Approval of the Merger; Written Consent*”; such approval was obtained on April 18, 2011);
- the applicable waiting period under the HSR Act shall have expired or been terminated (early termination of the waiting period was granted by the Federal Trade Commission on May 2, 2011);
- RTI shall have terminated each of (i) the Management Services Agreement between RTI and PCap, L.P., dated June 24, 2009 and amended November 3, 2010, (ii) the Class Z Securities Purchase Agreement, and (iii) the Fourth Amended and Restated Registration Rights Agreement, dated June 24, 2009, between RTI and the investors identified therein; and
- the parties shall have delivered other customary closing certificates and agreements, including the Escrow Agreement.

Termination

Additionally, the Merger Agreement may be terminated prior to the Closing (and the Merger shall not occur):

- by mutual written consent of RTI and Acquiror;
- by either RTI or Acquiror if any of the other party’s representations, warranties or covenants contained in the Merger Agreement are materially breached and not cured within 30 days following receipt of written notice of such breach, and such breach renders the applicable closing conditions incapable of being satisfied on or before May 31, 2011;
- by RTI or Acquiror if the Merger has not been consummated by May 31, 2011; or
- by Acquiror if Majority Stockholders have not executed and delivered a written consent in favor of the Merger by the first business day after the date of the Merger Agreement (see section titled *The Merger – Required Approval of the Merger; Written Consent*; such approval was obtained and delivered on April 18, 2011).

In the event of such termination, the Company's Capital Stock, Warrants and Options will continue in accordance with their respective terms, the Closing shall not occur and no Merger Consideration shall be paid or payable. The Company may terminate the Merger Agreement pursuant to the provisions set forth above without any further action or approval by any Stockholder.

Indemnification and Escrow Fund

Pursuant to the Merger Agreement, an amount equal to \$10,500,000 (the “*Escrow Amount*”) will be deposited by Acquiror to be held in escrow (the “*Escrow Fund*”) after the Closing Date. Of that amount, \$2,500,000 (the “*Working Capital Escrow Amount*”) will be available to repay Acquiror for the amounts by which the Closing Merger Consideration exceeded the Final Merger Consideration by an amount greater than \$50,000. Any portion of the Working Capital Escrow Amount remaining after such repayment to Acquiror will be released to the Stockholders’ Representative for distribution to the Securityholders.

The remaining \$8,000,000 of the Escrow Amount (the “*Indemnity Escrow Amount*”) will be held in escrow for six months to satisfy claims by Acquiror for losses incurred for which indemnification is provided as a result of:

- the Continuing Warrants; or
- any breach of the representations and warranties of RTI contained in the Merger Agreement.

In addition, the Indemnity Escrow Amount will be available to cover any shortfall in the event the Working Capital Escrow Amount is insufficient to cover any decrease in the Merger Consideration as a result of the working capital adjustment described above.

The administration and release of the Escrow Fund will be governed by the Merger Agreement and an escrow agreement dated as of the Closing Date (the "Escrow Agreement") by and among Acquiror, the Stockholders' Representative and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"). In the event that there is a valid claim for indemnification by Acquiror under the Escrow Agreement, the Escrow Agent will release to Acquiror from the Escrow Fund an amount equal to such claim.

The Securityholders' indemnification obligations are subject to certain deductible amounts, or "baskets," and an overall "cap" on liability. The Securityholders are not liable in respect of an individual claim for indemnification unless the amount of such claim is greater than \$50,000. There is also a general basket in the amount of \$1,000,000, under which the Securityholders will have no obligation to indemnify Acquiror and RTI (after the Closing) from the Indemnity Escrow Amount for losses for which a claim is allowed until such losses exceed \$1,000,000, and once the aggregate losses exceed \$1,000,000, the Securityholders become liable from the Indemnity Escrow Amount for only such losses in excess of \$1,000,000. All claims for indemnification of Acquiror and RTI (after the Closing) must be made solely and exclusively against the Indemnity Escrow Fund then remaining. Accordingly, the maximum liability of the Securityholders to Acquiror and RTI (after the Closing), or "cap," is limited to the amount remaining in the Indemnity Escrow Amount.

Certain portions of the Indemnity Escrow Amount may be released to the Stockholders' Representative for distribution to the Securityholders six months after the Closing Date. The balance of the Indemnity Escrow Amount not needed to cover indemnification claims, if any, will be released not later than two business days after receipt by the Escrow Agent of an indemnity joint instruction or final determination with respect to open claims. The per share Escrow Amount payable to Securityholders, if any remains after deducting any recoverable losses by RTI or Acquiror and the Representative's Expenses, will be paid to Securityholders by the Stockholders' Representative and allocated to the Securityholders on a pro rata basis.

Acquiror has agreed to indemnify the Securityholders for any losses incurred for which indemnification is provided as a result of:

- any breach of the representations and warranties of Acquiror contained in the Merger Agreement;
- any breach by Acquiror of the agreements made by it in the Merger Agreement;
- any claim or suit brought against a Securityholder after the Closing Date that relates to the operations of RTI or its business on or after the Closing Date, or to actions taken by Acquiror (or, on or after the Closing Date, RTI); or
- claims or demands made against certain letters of credit provided by Securityholders in connection with a material customer agreement, to the extent Acquiror is not able to provide a replacement letter of credit.

Stockholders' Representative and Holdback Account

Effective as of the Closing Date, Renew Stockholders Representative, LLC has been designated, by approval of the Merger Agreement pursuant to the DGCL, as the Stockholders' Representative. The Stockholders' Representative is authorized, on behalf of the Securityholders, to exercise all rights granted to the Stockholders' Representative in the Merger Agreement and the Escrow Agreement, including without limitation, to take all actions it considers necessary or desirable in connection with the defense, pursuit or settlement of any determinations relating to payment of the Indemnity Escrow Amount and the making and settlement of any claims for indemnification.

The Stockholders' Representative is entitled to reimbursement for any expenses incurred or anticipated to be incurred by it in connection with the exercise of its powers and authority under the Merger Agreement, including the payment of reasonable attorneys' fees of any legal counsel retained by it (collectively, the "Representative's Expenses"). Immediately prior to the Effective Time, \$1,500,000 of the Merger Consideration will be delivered by Acquiror to the Stockholders' Representative to be used for the Representative's Expenses (the "Holdback Account").

Except for any funds the Stockholders' Representative reserves in good faith for anticipated expenses in connection with pending or expected claims for indemnification by the Acquiror pursuant to the Merger Agreement (the "*Reserves*"), the Holdback Account will terminate on the day after the date that is six months after the Closing Date (or if later, the date that the actual balance sheet is finally determined). Upon such termination, the remaining amount of cash in the Holdback Account (together with interest and other income thereon but excluding any Reserves) shall be distributed to each Securityholder according to his, her or its pro rata share of such remaining amount of the Holdback Account.

INTERESTS OF CERTAIN PERSONS IN THE MERGER

Certain members of RTI's Board and management have interests in the Merger that are in addition to their interests as Stockholders generally. All such additional interests, to the extent material, are described below. The Board considered these interests when approving and adopting the Merger Agreement and the transactions contemplated thereby. Except as described below, such persons have, to RTI's knowledge, no material interest in the Merger apart from those of Stockholders generally.

Interests of RTI Directors

Capital Stock, Options and Warrants

As of April 16, 2011, RTI's directors and their affiliates beneficially owned approximately 79.8% of the Capital Stock, excluding shares that may be acquired through the exercise of Options and Warrants, and did not hold any Options or Warrants. The following table summarizes the shares of Capital Stock beneficially owned as of April 16, 2011 by RTI's directors, and the consideration that each of them will receive pursuant to the Merger Agreement in connection with the ownership of their Capital Stock. Information regarding Jeffrey R. Kiesel's interests in the Merger is provided below under "*Interests of RTI Executive Officers.*"

	Shares of Common Stock Owned (#)	Merger Consideration to be Paid on Common Stock (\$)(1)	Shares of Preferred Stock Owned (#)	Merger Consideration to be Paid on Preferred Stock (\$)(1)
Phillip A. Clough(2)	3,234,192	11,804,800	2,707,001	9,880,554
Jonathan O. Grad(3)	11,249,957	41,062,343	10,067,000	36,744,550
Michael J. Grebe.....	27,848(4)	101,645	—	—
John H. Grunewald.....	61,916(4)	225,993	—	—
Kenneth D. Larson.....	654,727(4)(5)	2,389,754	—	—
John C. Rutherford(3)..	11,249,957	41,062,343	10,067,000	36,744,550
Zachary F. Sadek(3)	11,249,957	41,062,343	10,067,000	36,744,550

- (1) The amounts in these columns have been calculated based on an estimated Merger Consideration Per Share of \$3.65 and have been rounded for presentation purposes.
- (2) All of the shares of Common Stock and Preferred Stock listed under Mr. Clough are owned by ABS Capital Partners and its affiliates, of which Mr. Clough is an affiliate. Mr. Clough represents the interests of ABS Capital Partners and its affiliates on the RTI Board.
- (3) All of the shares of Common Stock and Preferred Stock listed under Messrs. Grad, Rutherford and Sadek are owned by Parthenon Capital Partners and its affiliates, of which Messrs. Grad, Rutherford and Sadek are affiliates. Messrs. Grad, Rutherford and Sadek represent the interests of Parthenon Capital Partners and its affiliates on the RTI Board.
- (4) Includes 7,407 shares of restricted Common Stock held by each of Messrs. Grebe, Grunewald and Larson as of April 16, 2011, which, at the Effective Time, will be canceled in exchange for the right to receive an amount

equal to the total number of shares of Common Stock represented by such shares of restricted Common Stock, multiplied by the Merger Consideration Per Share, less applicable withholding taxes, if any.

- (5) Includes shares held by Mr. Larson directly and indirectly through his immediate family and retirement trusts.

Special Bonuses

In January 2011, the Board determined to award special bonuses to Mr. Grunewald and Mr. Larson in the amount of \$50,000 and \$200,000, respectively, in recognition of their service to RTI as Chair of the Audit Committee and Chairman of the Board, respectively. Such bonuses are to be paid to Mr. Grunewald and Mr. Larson in cash immediately prior to the Closing.

Interests of RTI Executive Officers

Capital Stock, Options and Warrants

As of April 16, 2011, RTI's executive officers and their affiliates beneficially owned approximately 0.2% of the Capital Stock, excluding shares that may be acquired through the exercise of Options and Warrants. The number of shares of Common Stock owned as of April 16, 2011 by Jeffrey R. Kiesel, RTI's Chief Executive Officer, Robert E. Weil, RTI's Chief Financial Officer, and RTI's other five executive officers as a group were 49,865 shares, 0 shares and 21,501 shares, respectively. The consideration that Mr. Kiesel, Mr. Weil and the other five executive officers as a group will receive pursuant to the Merger Agreement in connection with the ownership of their Capital Stock, based on an estimated Merger Consideration Per Share of \$3.65, is as follows: \$182,007 for Mr. Kiesel, \$0 for Mr. Weil and \$78,479 for the other five executive officers as a group.

As of April 16, 2011, RTI's executive officers as a group held Options to purchase 2,933,620 shares of Common Stock with an exercise price less than the Merger Consideration Per Share, having a weighted average exercise price of \$1.31 per share. The number of Options owned as of April 16, 2011 by Mr. Kiesel, Mr. Weil and RTI's other five executive officers as a group were 1,252,155 Options, 715,517 Options and 965,948 Options, respectively. The consideration that Mr. Kiesel, Mr. Weil and the other five executive officers as a group will receive pursuant to the Merger Agreement in connection with the ownership of their Options, based on an estimated Merger Consideration Per Share of \$3.65, is as follows: \$3,092,822 for Mr. Kiesel, \$1,767,327 for Mr. Weil and \$2,005,236 for the other five executive officers as a group.

No Warrants were held by Mr. Kiesel, Mr. Weil or the other five executive officers as of April 16, 2011.

Rollover/Investments

The Merger Agreement contemplates that the RTI executive officers will invest in Acquiror through an exchange of stock and the use of a portion of their Merger Consideration to purchase additional shares of stock in Acquiror. The stock rollover and investment have been memorialized in individual rollover and investment agreements entered into by each RTI executive officer with Acquiror (as amended, the "Rollover and Investment Agreement").

Immediately prior to the Effective Time of the Merger, Mr. Kiesel will contribute all of his RTI Capital Stock to Acquiror in exchange for shares of preferred stock of Acquiror ("Acquiror Preferred Stock") and shares of class B common stock of Acquiror ("Acquiror Class B Stock"), with the share allocation, based on value, between the Acquiror Preferred Stock and the Acquiror Class B Stock being 20% and 80%, respectively. In addition, each RTI executive officer is investing a portion of his or her estimated net after-tax Merger Consideration to be paid on Options in stock of Acquiror, with the allocation of shares of Acquired Preferred Stock and shares of Acquiror Class B Stock at 20% and 80%, respectively. The estimated reinvestment amounts for Mr. Kiesel, Mr. Weil and RTI's other five executive officers are as follows: \$1,000,000 for Mr. Kiesel, \$528,000 for Mr. Weil and \$706,000 for the other five executive officers as a group. The estimated after tax and reinvestment proceeds for Mr. Kiesel, Mr. Weil and the other five executive officers are as follows: \$956,000 for Mr. Kiesel, \$528,000 for Mr. Weil and \$542,000 for the other five executive officers as a group.

The Acquiror Preferred Stock issued by Acquiror under the terms of the Rollover and Investment Agreements will accrue dividends at a fixed dividend rate of 12% per annum and have no voting rights. At its discretion, Acquiror has the option to issue notes (debt instruments) in lieu of all or a portion of the Acquiror Preferred Stock.

Under the terms of the Rollover and Investment Agreements between Acquiror and the RTI executive officers, the executive officers are waiving any change in control rights under their individual RTI employment agreements, specifically the right to invoke the Merger as grounds for terminating their employment with RTI for “good reason.” In the absence of this waiver, certain of the RTI executive officers would have the right to terminate their RTI employment based on the change in control of RTI and to receive severance pay upon such termination for a period of 12 months. Further, the Rollover and Investment Agreements include post-employment non-competition and non-solicitation obligations restricting the activities of the RTI executive officers for a one-year period (two years in the case of Mr. Kiesel) following the end of their employment with RTI.

Merger Bonus and Reinvestment

Under the terms of the Rollover and Investment Agreements between Acquiror and the RTI executive officers, Acquiror will pay a closing bonus to certain management employees in an aggregate amount of \$2,500,000 (the “*Merger Bonus*”). The Merger Bonus will be allocated among the RTI executive officers and key management personnel as follows: \$843,000 for Mr. Kiesel, \$441,000 for Mr. Weil and \$880,000 for the other five executive officers as a group. The net after-tax proceeds of the Merger Bonus paid to each RTI executive officer and key manager will be reinvested in Acquiror through the purchase of Acquiror Preferred Stock and Acquiror Class B Stock, with the allocation of shares of Acquiror Preferred Stock and Acquiror Class B Stock at 20% and 80%, respectively. Payment of the Merger Bonus will not reduce the Merger Consideration.

Potential Tax Consequences Relating to Parachute Payments to Certain RTI Executive Officers and an RTI Director

Please see the section entitled “*Approval of Certain Compensatory Amounts*” beginning on page 26 of this Information Statement for information regarding the potential tax consequences relating to parachute payments to certain RTI executive officers and an RTI director.

Insurance for Executive Officers and Directors

Pursuant to the Merger Agreement, at the Closing, the Acquiror is required to obtain, maintain and fully pay for “tail” insurance policies for the benefit of the individuals who held director and officer positions with RTI at or prior to the date of the Merger Agreement, on terms at least as favorable as RTI’s director and officer insurance policies in place on the date of the Merger Agreement with respect to matters existing or occurring at or prior to the Closing Date, with a claims period of at least six years from the Closing Date.

APPRAISAL RIGHTS OF STOCKHOLDERS

The discussion of the provisions set forth below is not a complete summary regarding your appraisal rights under Delaware law and is qualified in its entirety by reference to the text of the relevant provisions of Delaware law, which are attached as Annex A to this Information Statement. Stockholders intending to exercise appraisal rights should carefully review Annex A. Failure to follow precisely any of the statutory procedures set forth in Annex A may result in a termination or waiver of these rights.

Each Stockholder has the right to dissent to the Merger, hereinafter referred to as “*Dissenting Stockholders*.” By complying with the procedures specified in Section 262 of the DGCL, Stockholders are entitled to appraisal rights. A Dissenting Stockholder wishing to assert appraisal rights must have held the shares on the Closing Date.

Since the Merger was adopted by Stockholders by written consent in lieu of a meeting of stockholders, RTI must, under Section 262 of the DGCL, notify each Stockholder of record as of the Record Date that is entitled to appraisal rights of the approval of the Merger and that such appraisal rights are available. Such notice must include a copy of Section 262 of the DGCL. *This Information Statement constitutes notice to holders of Capital Stock concerning the availability of appraisal rights under Section 262.*

Stockholders who desire to exercise their appraisal rights must deliver a written demand for appraisal to RTI within 20 days after the date on which this Information Statement and the attached Notice were first mailed to Stockholders. A demand for appraisal must be executed by or for the Stockholder of record and must reasonably inform RTI of the identity of the Stockholder of record and that such Stockholder intends thereby to demand appraisal of the Capital Stock. A Stockholder who elects to exercise appraisal rights should mail or deliver the written demand to RTI at: Restaurant Technologies, Inc., Attn: Robert E. Weil, 2250 Pilot Knob Road, Suite 100, Mendota Heights, Minnesota 55120.

If the shares are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, this demand must be executed by or for the record owner. If the shares are owned of record by more than one person, as in a joint tenancy or tenancy in common, the demand must be executed by or for all joint owners. An authorized agent, including an agent for two or more joint owners, may execute the demand for appraisal for a Stockholder of record; however, the agent must identify the record owner and expressly disclose the fact that, in exercising the demand, he is acting as agent for the record owner. If a Stockholder holds shares of Capital Stock through a broker who in turn holds the shares through a central securities depository nominee, a demand for appraisal of such shares must be made by or on behalf of the depository nominee and must identify the depository nominee as record holder.

A record holder, such as a broker, fiduciary, depository or other nominee, who holds shares of Capital Stock as a nominee for others, may exercise appraisal rights with respect to the shares held for all or less than all beneficial owners of shares as to which such person is the record holder. In such case, the written demand must set forth the number and type of shares covered by such demand. Where the number or type of shares is not expressly stated, the demand will be presumed to cover all shares of Capital Stock outstanding in the name of such record holder.

A person having a beneficial interest in Capital Stock held of record in the name of another person, such as a broker or nominee, must act promptly to cause the record holder to follow the procedures set forth in Section 262 in a timely manner to perfect any appraisal rights. Beneficial owners who do not hold their Capital Stock of record may not directly make appraisal demands to RTI. Stockholders who hold their shares of Capital Stock in brokerage accounts or other nominee forms and who wish to exercise appraisal rights are urged to consult with their brokers to determine the appropriate procedures for the making of a demand for appraisal by such nominee.

Within 120 days after the Closing Date, either RTI or any Stockholder who has complied with the required conditions of Section 262 and who is otherwise entitled to appraisal rights may file a petition in the Delaware Court of Chancery demanding a determination of the value of the RTI shares of all Stockholders entitled to appraisal rights. **RTI has no present intention to file such a petition if demand for appraisal is made, and Dissenting Stockholders seeking to exercise appraisal rights should not assume that RTI will file such a petition. Thus, Dissenting Stockholders who desire to have their shares appraised should initiate any petitions necessary for the perfection of their appraisal rights within the time periods and in the manner specified in Section 262 of the DGCL.**

If appraisal rights are available, within 120 days after the Closing Date, any Stockholder who has satisfied the requirements of Section 262 will be entitled, upon written consent, to receive from RTI a statement setting forth the aggregate number of RTI shares not voted in favor of the Merger and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. RTI, as the surviving corporation in the Merger, must mail such statement to the Stockholder within ten days after it receives the Stockholder's written request or within ten days after the expiration of the period for delivery of demands of appraisal under Section 262, whichever is later.

Upon the filing of a petition for appraisal by a Stockholder in accordance with Section 262, service of a copy must be provided to RTI. Within 20 days after such service, RTI must file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all Stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by RTI. **RTI will not initiate any negotiations with respect to the fair value of such shares.** The Register in Chancery, if so ordered by the Court, will give notice of the time and place fixed for the hearing of such petition by registered or certified mail to RTI and to the Stockholders shown on the list at the addresses therein stated. Such notice will also be given by one or more publications at least one week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware, or such publication as the Court deems advisable. The forms of the notices by mail and by publication must be approved by the Court, and the costs thereof will be borne by RTI.

At the hearing on such petition, the Court will determine the Stockholders who have complied with Section 262 of the DGCL and who have become entitled to appraisal rights. The Court may require the Stockholders who have demanded an appraisal for their shares (and who hold stock represented by certificates) to submit their stock certificates to the Register in Chancery for notation of the pendency of the appraisal proceedings and the Court may dismiss the proceedings as to any Stockholder that fails to comply with such direction. After determining which Stockholders are entitled to an appraisal, the Court will appraise the shares owned by such Stockholders, determining the fair value of such shares, exclusive of any element of value arising from the accomplishment or expectation of the Merger, together with interest, if any, to be paid upon the amount determined to be the fair value. Unless the Delaware Court of Chancery in its discretion determines otherwise for good cause shown, interest from the effective date of the Merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the Merger and the date of payment of the judgment. When the value is determined, the Delaware Court of Chancery will direct the payment of such value, with interest thereon accrued during the pendency of the proceeding, if the Delaware Court of Chancery so determines, to the stockholders entitled to receive the same.

Stockholders considering seeking appraisal of their shares should note that the fair value of their shares determined under Section 262 could be more, the same or less than the consideration they would have received pursuant to the Merger Agreement if they had not sought appraisal of their shares. In determining the fair value of the Capital Stock, the Delaware Court of Chancery is required to take into account all relevant factors. Accordingly, such determination could be based upon considerations other than, or in addition to, the market value of the Capital Stock, including, among other things, asset values and earning capacity. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court stated, among other things, that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered in an appraisal proceeding. RTI may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Capital Stock is less than the Merger Consideration.

Section 262 provides that fair value is to be "exclusive of any element of value arising from the accomplishment or expectation of the merger." In *Cede & Co. v. Technicolor, Inc.*, the Delaware Supreme Court stated that such exclusion is a "narrow exclusion [that] does not encompass known elements of value," but which rather applies only to the speculative elements of value arising from such accomplishment or expectation. In *Weinberger*, the Delaware Supreme Court construed Section 262 to mean that "elements of future value, including the nature of the enterprise, which are known or susceptible of proof as of the date of the merger and not the product of speculation, may be considered." In view of the complexity of Section 262, Stockholders who may wish to dissent from the Merger and pursue appraisal rights should consult their legal advisors.

Moreover, RTI does not anticipate offering more than the Merger Consideration to any Stockholder exercising appraisal rights and reserves the right to assert, in any appraisal proceeding, that, for purposes of Section 262, the "fair value" of a share of Capital Stock is less than the Merger Consideration to which the Dissenting Stockholders would have been entitled to under the Merger Agreement. The costs of the appraisal proceeding may be determined by the court and assessed against the parties as the Court deems equitable under the circumstances. However, costs do not include attorney and expert witness fees. Upon application of a Stockholder seeking appraisal, the Court may order that all or a portion of the expenses incurred by any Stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorneys' fees and the fees and expenses of experts, be charged pro rata against the value of all shares entitled to appraisal. In the absence of an assessment, each party must bear his, her or its own expenses.

Pursuant to Section 262, Dissenting Stockholders will not be entitled to vote for any purpose any shares subject to a demand for appraisal or to receive payment of dividends or other distributions on such shares, except for dividends or distributions payable to Stockholders of record prior to the Closing Date.

At any time within 60 days after the Closing Date, a Dissenting Stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party has the right to withdraw such Dissenting Stockholder's demand for appraisal and to accept the terms offered in the Merger Agreement. After this period, a Dissenting Stockholder may withdraw such Dissenting Stockholder's demand for appraisal and receive payment for such Dissenting Stockholder's shares as provided in the Merger Agreement only with the written consent of RTI. If no petition for appraisal is filed with the court within 120 days after the Closing Date of the Merger, Stockholders' rights to appraisal (if available) will cease, and Stockholders will only be entitled to receive that portion the Merger Consideration to which they were entitled to under the Merger Agreement. **Inasmuch as RTI has no obligation to file such a petition, and RTI has no present intention to do so, any Stockholder who desires a petition to be filed is advised to file it on a timely basis.** No petition timely filed in the Court demanding appraisal may be dismissed as to any Stockholder without the approval of the Court, which approval may be conditioned upon such terms as the court deems just.

Failure by any Stockholder to comply fully with the procedures described above and set forth in Annex A to this Information Statement may result in termination of the Stockholder's appraisal rights.

MARKET FOR CAPITAL STOCK

Since its inception, RTI has been a privately-owned corporation that has never had its stock listed on any stock exchange or other listing service. The last sale of Capital Stock occurred on June 24, 2009 when RTI issued the Preferred Stock at a price of \$1.1788215 per share.

FINANCIAL INFORMATION

The Audited Financial Statements of RTI for the fiscal years ended December 31, 2009 and 2010, were prepared by RTI's management and audited by KPMG LLP. The Unaudited Interim Financial Statements of RTI for the three months ended March 31, 2011 were prepared by RTI's management and have not been reviewed by any third party or independent auditor. The Audited Financial Statements and the Unaudited Interim Financial Statements are attached to this Information Statement as Annex B and Annex C, respectively. Financial information for 2006, 2007 and 2008 is derived from audited financial statements of RTI not included in this Information Statement.