

1 otherwise disposed of in accordance with this Agreement and the Plan without supervision of or
2 approval by the Bankruptcy Court or the United States Trustee and free of any restrictions in the
3 Bankruptcy Code or the Bankruptcy Rules, except that any sale of one or more of the assets of the
4 Trust Estate for \$500,000 or more at any one time shall be subject to the approval of the Bankruptcy
5 Court after notice and opportunity for hearing have been provided in accordance with the terms of the
6 Plan.

7 13.3 Investigation, Prosecution and Compromise Of Litigation Claims. The Trustee
8 shall investigate the Litigation Claims and determine which, if any, should be prosecuted in his sole
9 discretion in accordance with the Liquidating Trust Agreement and the Plan. All Litigation Claims of
10 the Slatkin Estate, Topsight, the Topsight Estate and RSIC are preserved by the Plan and the Trustee,
11 except for the explicit restrictions set forth in Section 9 of the Liquidating Trust Agreement, shall have
12 full power and authority to settle, adjust, retain, enforce or abandon any Litigation Claim as
13 representative of the Estates under Section 1123(b) of the Bankruptcy Code or otherwise in accordance
14 with the Liquidating Trust Agreement and the Plan without supervision of or approval by the
15 Bankruptcy Court or the United States Trustee and free of any restriction in the Bankruptcy Code or
16 the Bankruptcy Rules. The Liquidating Trust shall automatically be deemed to be substituted as a
17 party in place of the Chapter 11 Trustee, Slatkin, Topsight, the Topsight Trustee, RSIC or the
18 Creditors' Committee in any Litigation Claims pending on the Effective Date. After the Effective
19 Date, all Litigation Claims shall be filed and prosecuted in the name of the Liquidating Trust or the
20 Trustee in his capacity as Trustee of the Liquidating Trust. The substantive consolidation of Slatkin,
21 Topsight, RSIC and the Estates contemplated under the Plan shall not create any Claim, including any
22 Litigation Claim or any counterclaim, defense or objection that did not exist prior to such substantive
23 consolidation. Notwithstanding the foregoing, however, to the extent the Chapter 11 Trustee may not
24 have been authorized to bring actions and motions under Sections 363, 365 and Sections 501 to 558,
25 inclusive, of the Bankruptcy Code in his capacity as general partner of RSIC, upon the Effective Date
26 and the substantive consolidation contemplated by the Plan, the Trustee shall be authorized to bring
27 actions and motions under Sections 363, 365 and Sections 501 to 558, inclusive, of the Bankruptcy
28 Code in his capacity as general partner of RSIC. In addition, the substantive consolidation of Slatkin,