

1           3.3 Absolute Owners. The Liquidating Trust and the Trustees may deem and treat  
2 each Holder as the absolute owner of the underlying Beneficial Interest for the purpose of receiving  
3 distributions and payment thereon or on account thereof and for all other purposes whatsoever.

4           3.4 Distribution Record Date. A Distribution Record Date for determining the  
5 entitlement to any payments to the Holders shall be adopted by the Trustee. The Trustee shall notify  
6 the Holders of the Distribution Record Date adopted promptly after such adoption.

7           3.5 No Required Meetings or Votes. Subject to Section 10.1 below, the Liquidating  
8 Trustees, individually or collectively, are not required to call or conduct any meeting of all or any of  
9 the Holders. Subject to Section 10.1 below, the Liquidating Trustees are not required to solicit, obtain  
10 the vote or consent of, or give any notice to, any of the Holders, unless such Holder is a Trust Board  
11 Member as provided in Section 10 herein, with respect to any action authorized or permitted under the  
12 Plan, this Agreement or any Final Order of the Bankruptcy Court, including the merger or  
13 consolidation of the Liquidating Trust with another entity. The Trustee may, however, discuss any  
14 proposed action with any one or more of the Holders or other Liquidating Trustees as the Trustee, in  
15 his sole and absolute discretion, deems appropriate. The Liquidating Trustees shall meet, by phone or  
16 in person, quarterly or as may otherwise be needed, and such meetings shall not be public.

17           4. Delivery and Acceptance of Trust Estate.

18           4.1 Conveyance by Chapter 11 Trustee, RSIC, and the Topsight Trustee. Upon the  
19 Effective Date of the Plan, the Chapter 11 Trustee, RSIC and the Topsight Trustee shall execute and  
20 deliver to the Liquidating Trust bills of sale, deeds, assumptions and assignments, and other  
21 instruments of conveyance of all of the assets in and of the Slatkin Estate, RSIC, and the Topsight  
22 Estate to the Liquidating Trust, including all contracts, leases and other agreements entered into after  
23 the Petition Date, as further specified in the Plan and the Confirmation Order. As successors in interest  
24 to the Chapter 11 Trustee, RSIC, and the Topsight Trustee, the Liquidating Trust or the Trustee on  
25 behalf of the Liquidating Trust shall become the owner and holder of all privileges, including the  
26 attorney-client privilege owned or held by the Chapter 11 Trustee, RSIC and the Topsight Trustee,  
27 whether before or after the Petition Date. At any time and from time to time after the date hereof at the  
28 Trustee's request and without further consideration, the Chapter 11 Trustee, RSIC and the Topsight

1 Trustee shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and  
2 confirmation, and will cooperate and take such other actions as the Trustee may deem reasonably  
3 necessary or desirable in order to more effectively transfer, convey and assign all rights, title and  
4 interests in and to the Slatkin Estate, RSIC, and the Topsight Estate to the Liquidating Trust and all  
5 privileges to the Liquidating Trust or the Trustee on behalf of the Liquidating Trust.

6 4.2 Acceptance of Conveyance. The Trustee is hereby directed to, and the Trustee  
7 agrees that he will:

8 (a) accept delivery from the Chapter 11 Trustee, RSIC and the Topsight Trustee of  
9 the Slatkin Estate, RSIC, and the Topsight Estate on behalf of the Liquidating Trust;

10 (b) accept from the Chapter 11 Trustee, RSIC and the Topsight Trustee all bills of  
11 sale, deeds, assumptions and assignments, and all other instruments of conveyance required to  
12 be delivered by the Chapter 11 Trustee, RSIC and the Topsight Trustee with respect to the  
13 Trust Estate transferred to the Liquidating Trust or the Trustee on behalf of the Liquidating  
14 Trust pursuant to or in connection with the Plan, the Confirmation Order or this Agreement;  
15 and

16 (c) take such other action as may be required of the Liquidating Trust hereunder,  
17 including the receipt and acceptance as part of the Trust Estate of any property, instruments  
18 and choses in action, which the Trustee may receive in connection with the Trust Estate.

19 4.3 No Interest Retained by Chapter 11 Trustee, RSIC, the Topsight Trustee,  
20 Topsight or Slatkin. Neither the Chapter 11 Trustee, Slatkin, RSIC, Topsight, nor the Topsight Trustee  
21 shall retain any interest in the Trust Estate or the Liquidating Trust.

22 5. Duties and Powers of the Trustee.

23 5.1 Reserves. As soon as funds becomes available in the Trust Estate, the Trustee  
24 shall establish and maintain the Liquidating Trustees' Expense Reserve. The Trustee shall also  
25 establish and maintain the Reserve for Unclaimed Distributions and the Reserve for Disputed Claims.

26 5.2 Powers of the Trustee.

27 5.2.1 Administrative Powers. During the Trustee's administration of the  
28 Liquidating Trust, and subject to the Plan, the Confirmation Order and this Agreement, the Liquidating

1 Trust and the Trustee on behalf of the Liquidating Trust may exercise the power, subject to the  
2 provisions of Section 10 herein:

3 (a) to receive and hold all the assets of the Trust Estate and to have exclusive  
4 possession and control thereof for the purposes set forth in Section 2.3 hereof;

5 (b) to enter into, perform and exercise rights under contracts binding upon the  
6 Liquidating Trust (but not upon the Trustee in his individual capacity) which are reasonably  
7 incident to the administration of the Liquidating Trust and which the Trustee, in the exercise of  
8 his judgment, believes to be in the best interests of the Liquidating Trust;

9 (c) to establish and maintain accounts at banks and other financial institutions, in a  
10 clearly specified fiduciary capacity, into which the Liquidating Trustees' Expense Reserve and  
11 any other reserves or other Cash and property of the Liquidating Trust may be deposited, and  
12 draw checks or make withdrawals from such accounts, and to pay or distribute such amounts of  
13 the Trust Estate as permitted or required under the Plan or this Agreement;

14 (d) to employ and compensate attorneys (in addition to those attorneys employed  
15 and compensated pursuant to Section 5.2.2 hereof), accountants, appraisers, property managers,  
16 disbursing agents, brokers, realtors, expert witnesses, insurance adjusters, the Delaware Trustee  
17 or any successor or other persons whose services may be necessary or advisable in the  
18 judgment of the Trustee or the Liquidating Trustees, to advise or assist the Liquidating Trustees  
19 in the discharge of their respective duties as Liquidating Trustees, or otherwise in the exercise  
20 of any powers vested in the Liquidating Trustees, and to pay from the Trust Estate reasonable  
21 compensation to such attorneys, accountants, appraisers, property managers, disbursing agents,  
22 brokers, realtors, expert witnesses, insurance adjusters, the Delaware Trustee or any successor,  
23 or other persons (including, when necessary or appropriate, contingent fee or commission  
24 based arrangements);

25 (e) to hold, administer, market, and lease (for the purposes of holding for sale) the  
26 assets in the Trust Estate;

27 (f) to sell or otherwise dispose of the assets in the Trust Estate in accordance with  
28 the Plan;

1 (g) to collect and receive any accounts receivable, income, proceeds of sale, and  
2 distributions derived from or relating to the Trust Estate and to distribute the same to the  
3 Holders in accordance with the terms of the Plan and this Agreement;

4 (h) to pay any and all necessary expenses attributable or relating to the  
5 management, maintenance, administration, preservation or liquidation of the Trust Estate;

6 (i) to investigate, file, compromise, settle, withdraw or litigate in the Bankruptcy  
7 Court or on appeal (or pursuant to a withdrawal of the reference of jurisdiction) or in any other  
8 appropriate court or tribunal, in accordance with the Plan, Litigation Claims, objections to  
9 Disputed Administrative Expense Claims or Disputed Claims, and to exercise any and all rights  
10 and perform any and all obligations of the Liquidating Trust, under the Plan, this Agreement or  
11 otherwise;

12 (j) to sue or be sued in connection with any matter arising from or related to the  
13 Plan or this Agreement that affects in any way the rights or obligations of the Liquidating  
14 Trust, the Liquidating Trustees or the Holders;

15 (k) to represent the interests of the Holders with respect to any matters relating to  
16 the Plan, this Agreement or the Liquidating Trust affecting the rights of the Holders solely in  
17 their capacity as Holders;

18 (l) to exercise or enforce all of the Litigation Claims and the rights, Claims,  
19 powers, objections and actions of the Chapter 11 Trustee, RSIC, the Topsight Trustee, and the  
20 Trust Estate under sections 363, 365 and 501 to 558, inclusive, of the Bankruptcy Code;

21 (m) to act as representatives of the Slatkin Estate, Topsight Estate and RSIC under  
22 section 1123(b) of the Bankruptcy Code or otherwise; and

23 (n) to do any and all other things, not in violation of any other terms of the Plan or  
24 this Agreement, which, in the judgment of the Trustee or the Liquidating Trustees, are  
25 necessary or appropriate to carry out the terms or purposes of the Plan, this Agreement, the  
26 Liquidating Trust or for the proper liquidation, management, investment and distribution of the  
27 assets of the Trust Estate in accordance with the provisions of the Plan and this Agreement.  
28

1                   5.2.2 Retention of Chapter 11 Trustee's and Creditors' Committee's Attorneys  
2 and Accountants. The Liquidating Trust and the Trustee on behalf of the Liquidating Trust are  
3 authorized to employ and compensate the attorneys, accountants and other professionals employed by  
4 the Chapter 11 Trustee, RSIC, the Topsight Trustee or the Creditors' Committee prior to the Effective  
5 Date of the Plan. Any actual or potential conflict of interest which might otherwise preclude such  
6 employment is waived and the Chapter 11 Trustee, RSIC, the Topsight Trustee and the Liquidating  
7 Trustees acknowledge that they have received full disclosure of such conflict, and hereby consent to  
8 such continued employment.

9                   5.2.3 Objections to Disputed Administrative Expense Claims and Disputed  
10 Claims. From and after the Effective Date of the Plan, the Liquidating Trust, through the Trustee, shall  
11 be the sole representative of the Trust Estate for the purposes of investigating, settling, compromising,  
12 objecting to, and litigating in the Bankruptcy Court or on appeal (or pursuant to a withdrawal of the  
13 reference of jurisdiction) objections to Disputed Administrative Expense Claims and Disputed Claims,  
14 except as otherwise provided in the Plan.

15                   5.3 Investments.

16                   5.3.1 No Trade or Business for Liquidating Trust. The Trustee shall carry out  
17 the purposes of the Plan, this Agreement and the Liquidating Trust and the directions contained herein  
18 and shall not at any time cause the Liquidating Trust or the Trust Estate to enter into or engage in any  
19 business (except as may be consistent with the limited purposes of the Liquidating Trust), including the  
20 purchase of any asset or property (other than such assets or property as are necessary to carry out the  
21 purposes of the Plan, this Agreement or the Liquidating Trust, on behalf of the Liquidating Trust or the  
22 Holders). The Trustee is directed to take all actions necessary or appropriate, subject to the provisions  
23 of Section 10 herein, to dispose of the Trust Estate in as prompt, efficient and orderly a fashion as  
24 possible, to make timely distributions of Cash out of the Trust Estate, and to otherwise not unduly  
25 prolong the duration of the Liquidating Trust.

26                   5.3.2 Investments. The Trustee shall invest any funds held at any time as part  
27 of the Trust Estate, and funds in the Liquidating Trustees' Expense Reserve, the Reserve for Disputed  
28 Claims, the Reserve for Unclaimed Distributions, and any other reserves or escrows established

1 pursuant to the terms of the Plan or this Agreement, only in interest-bearing deposits, certificates of  
2 deposit, or repurchase obligations of any federally insured banking institution. The Trustee shall be  
3 restricted to the collection and holding of such funds and to the payment and distribution thereof for  
4 the purposes set forth in the Plan and this Agreement and to the conservation and protection of the  
5 Trust Estate in accordance with the provisions of the Plan and this Agreement.

6           5.4 Transferee Liabilities. If any liability shall be asserted against the Liquidating  
7 Trust as transferee of the Trust Estate or any other property or assets on account of any claimed  
8 liability of or through the Chapter 11 Trustee, RSIC or the Topsight Trustee, the Trustee may use such  
9 part of the Trust Estate as may be necessary in contesting any such claimed liability and in payment,  
10 compromise, settlement and discharge thereof on terms satisfactory to the Trustee. In no event shall  
11 the Liquidating Trustees be required or obligated to use their own property, funds or assets for any  
12 such purposes.

13           5.5 Administration of Trust. In administering the Liquidating Trust, the Trustee,  
14 subject to the express limitations contained in the Plan and this Agreement, is authorized and directed  
15 to do and perform all such acts, to execute and deliver such deeds, bills of sale, instruments of  
16 conveyance, and other documents as he may deem necessary or appropriate to carry out the purposes  
17 of the Plan, this Agreement and the Liquidating Trust. The Trustee shall not commingle any of the  
18 Trust Estate with the property of the Trustee or any other entity.

19           5.6 Payment of Expenses and Other Liabilities. The Trustee shall pay from the  
20 Trust Estate all expenses, charges, liabilities and obligations of the Liquidating Trust, including such  
21 debts, liabilities, or obligations as may be payable from the Trust Estate, interest, taxes, assessments,  
22 and public charges of every kind and nature, and the costs, charges and expenses in connection with or  
23 arising out of the execution or administration of the Liquidating Trust and the Trust Estate, and such  
24 other payments and disbursements as are provided for in the Plan or this Agreement or which may be  
25 necessary or appropriate charges against the Liquidating Trust and the Trust Estate. The Trustee, in his  
26 judgment, may, from time to time, make provision by reserve or otherwise, out of the Trust Estate, for  
27 such amount or amounts as the Trustee in his judgment may determine to be necessary or appropriate  
28

1 to meet or satisfy unascertained, unliquidated or contingent liabilities of the Liquidating Trust or the  
2 Liquidating Trustees.

3           5.7 Determination of Fiscal Year. The Liquidating Trust's fiscal year shall end on  
4 December 31 of each year, unless the Trustee deems it necessary or appropriate to establish some other  
5 date on which the fiscal year of the Liquidating Trust shall end.

6           5.8 Reports to Holders. The Trustee shall prepare, deliver, and file, as the case may  
7 be, reports as follows:

8           (a) The Trustee shall, within forty-five (45) days after the end of each of the first  
9 three calendar quarters during each fiscal year and within ninety (90) days after the end of each  
10 calendar year, prepare and post on a special website or mail per specific request the following  
11 unaudited quarterly financial statements and written reports to the holders of all Disputed  
12 Administrative Expense Claims, Disputed Claims and Beneficial Interests (the "Periodic  
13 Report"): (i) financial statements showing the assets and liabilities of the Liquidating Trust and  
14 the Liquidating Trustees' Expense Reserves, the Reserve for Unclaimed Distributions and the  
15 Reserve for Disputed Claims at the end of each period, (ii) financial statements showing  
16 receipts and disbursements of the Liquidating Trust, the Liquidating Trustees' Expense  
17 Reserve, the Reserve for Unclaimed Distributions and the Reserve for Disputed Claims during  
18 the period, (iii) a brief written report from the Trustee about the disposition of assets in the  
19 Trust Estate and distributions remaining, (iv) a written report showing the number and amount  
20 of Beneficial Interests, Disputed Administrative Expenses and Disputed Claims and changes  
21 during the period, and (v) any other written report the Trustee deems necessary or appropriate;

22           (b) Upon posting or mailing the Periodic Report, the Trustee shall file the Periodic  
23 Report with the Bankruptcy Court, and any other governmental unit or agency thereof that may  
24 be necessary or appropriate;

25           (c) The Trustee shall prepare and file unaudited interim financial statements and  
26 written reports as may be required by regulatory authorities, applicable laws, rules or  
27 regulations or as the Trustee deems necessary or appropriate during the fiscal year;  
28

1 (d) The Trustee shall prepare, file and mail any reports, forms or other information  
2 or documents that may have to be filed with the Securities and Exchange Commission or any  
3 other governmental unit or agency thereof that may be necessary or appropriate;

4 (e) The Trustee shall prepare and distribute any other reports or other information  
5 the Trustee determines is necessary or appropriate; and

6 (f) The right of the Holders to receive reports and other information as set forth in  
7 this Agreement is in lieu of the right to access information under Section 3819 of the Delaware  
8 Act.

9 5.9 Trustee Power Absolute. Subject to the provisions contained in Section 10  
10 herein, the power of the Trustee to deal with the Trust Estate shall be absolute as to any entity dealing  
11 with the Trustee in any manner whatsoever with respect to the Liquidating Trust.

12 5.10 Discretionary Submission of Questions. Subject to the provisions of the Plan  
13 and this Agreement, the Trustee, in his judgment, may, but shall not be required to, submit to the  
14 Bankruptcy Court, from time to time, after notice and opportunity for hearing have been provided to  
15 the Holders and Special Notice Entities, unless otherwise ordered by the Bankruptcy Court, any  
16 question or questions with respect to which the Trustee may desire to have explicit approval of the  
17 Bankruptcy Court for the taking of any specific action proposed to be taken by the Trustee with respect  
18 to the Liquidating Trust or the Trust Estate, or any part thereof, and the administration and distribution  
19 of the Liquidating Trust or the Trust Estate. The written authorization of the Bankruptcy Court set  
20 forth in a Final Order shall constitute approval by the Bankruptcy Court of the proposed action to be  
21 taken by the Trustee, irrespective of the provisions of Section 10 herein. All costs and expenses  
22 incurred by the Trustee in the exercise of any right, power or authority conferred by the Plan or this  
23 Agreement shall be costs and expenses of the Liquidating Trust.

24 5.11 Compensation of Trustee. The Trustee shall be paid from the Liquidating Trust  
25 for his services monthly at the hourly rates detailed on Exhibit A hereto and shall be reimbursed from  
26 the Liquidating Trust for the reasonable expenses he incurs in the performance of his duties under the  
27 Plan and this Agreement. The Trustee may revise the hourly rates detailed in Exhibit A with approval  
28 by the Trust Board. The Trustee shall be entitled to engage in such other activities as he deems

1           9.4    No Recourse Against the Liquidating Trustees. No recourse shall ever be had,  
2 directly or indirectly, against the Liquidating Trustees or any of the officers, employees, professionals,  
3 agents or representatives of the Liquidating Trust, whether by legal, equitable or other proceedings, by  
4 virtue of any law, statute, regulation or otherwise, or by virtue of any indebtedness of the Chapter 11  
5 Trustee, RSIC or the Topsight Trustee, the Slatkin Estate, the Topsight Estate or the Liquidating Trust,  
6 it being expressly understood and agreed that all liabilities of the Liquidating Trust shall be  
7 enforceable only against and be satisfied only out of the Trust Estate or shall be evidence only of a  
8 right to payment out of the Trust Estate, as the case may be.

9           9.5    Liability of the Liquidating Trustees.

10           9.5.1   Limitation on Liability. No provision of the Plan or this Agreement shall  
11 be construed to impose any liability upon the Liquidating Trustees or the officers, employees,  
12 professionals, agents or representatives of the Trustee or the Liquidating Trust unless it shall be proven  
13 that the actions or omissions of such persons or entity constituted willful misconduct in the exercise of,  
14 or failure to exercise, any right or power under the Plan or this Agreement.

15           9.5.2   Reliance on Certificates or Opinions. In the absence of willful  
16 misconduct on the part of the Liquidating Trustees, the Liquidating Trustees may conclusively rely, as  
17 to the truth of the statements and correctness of the opinions expressed therein, upon any certificates or  
18 opinions furnished to the Liquidating Trustees and conforming to the requirements of the Plan or this  
19 Agreement.

20           9.5.3   Discretion of the Liquidating Trustees. Except as otherwise expressly  
21 provided in the Plan or this Agreement, the Liquidating Trustees, within the limitations and restrictions  
22 expressed and imposed in the Plan and this Agreement, may act freely under all or any of the rights,  
23 powers and authority conferred in the Plan or this Agreement in all matters concerning the Liquidating  
24 Trust and the Trust Estate, after forming their business judgment based upon the circumstances of any  
25 particular question or situation as to the course to pursue, without the necessity of obtaining the  
26 consent or permission or authorization of the Holders, RSIC, the Topsight Trustee, the Bankruptcy  
27 Court, or of any official or officer; and the rights, powers and authority conferred on the Liquidating  
28 Trustees by the Plan and this Agreement are conferred in contemplation of such freedom of business

1                   9.7    Indemnification.

2                   9.7.1   Indemnification of Trustees and Agents. The Liquidating Trust shall  
3 indemnify and hold harmless to the full extent of the Trust Estate any entity who was or is a party, or is  
4 threatened to be made a party to any threatened, pending, or completed action, suit or proceeding,  
5 whether civil, criminal, administrative, or investigative by reason of the fact that such entity is or was  
6 one of the Liquidating Trustees or an officer, employee, professional, agent or representative of the  
7 Trustee or the Liquidating Trust, from and against any and all expenses (including attorneys' fees),  
8 judgments, fines and amounts paid in settlement actually and reasonably incurred by such entity in  
9 connection with such action, suit or proceeding, including appeals thereof, if such entity acting without  
10 willful misconduct in the exercise and performance of any power or duties of such entity in accordance  
11 with the Plan and this Agreement.

12                   9.7.2   Payment of Expenses. Expenses (including attorneys' fees) incurred in  
13 defending any action, suit or proceeding referred to above may be paid by the Liquidating Trust in  
14 advance of the final disposition of such action, suit or proceeding, upon an undertaking by the  
15 appropriate Liquidating Trustees, officer, employee, professional, agent or representative of the  
16 Liquidating Trust to repay such amount if it shall ultimately be determined that such entity is not  
17 entitled to be indemnified.

18                   9.7.3   Insurance. The Liquidating Trust may maintain insurance and indemnity  
19 policies during its existence and after its termination, at its expense, to protect itself and the Trustees,  
20 officers, employees, professionals, agents and representatives of the Liquidating Trust of and from any  
21 liability, whether or not the Liquidating Trust would have the legal power to directly indemnify the  
22 Liquidating Trustees, officers, employees, professionals, agents or representatives of the Liquidating  
23 Trust against such liability.

24                   9.8    Costs and Expenses of the Liquidating Trustees.

25                   9.8.1   Costs and Expenses. The Trustee shall pay out of the Trust Estate all  
26 reasonable costs, expenses and obligations incurred by the Liquidating Trustees in carrying out their  
27 duties under the Plan and this Agreement or in any manner connected, incidental or related to the  
28 administration of the Liquidating Trust, including:

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,

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,