UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re: RAS DATA SERVICES, INC, Debtor.	Case No. 25-11837 Chapter 11 Judge Michael B. Slade

RAS LIQUIDATING TRUST AGREEMENT

Dated: [ ] [__], 2026

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Not Individually, but as Trustee of the RAS Liquidating Trust

RAS LIQUIDATING TRUST AGREEMENT

PREAMBLE

This Liquidating Trust Agreement (the "*Liquidating Trust Agreement*") is made this [] day of [ ], 2026, by and among RAS Data Services, Inc. (the "*Debtor*"), the Official Committee of Unsecured Creditors (the "*Committee*"), John B. Pidcock, not individually, but solely as trustee ("*Liquidating Trustee*" and, collectively with Debtor and Committee, the "*Parties*") of the trust (the "*Liquidating Trust*") established by this Liquidating Trust Agreement in accordance with the Second Amended Joint Plan of Liquidation of Debtor and Official Committee of Unsecured Creditors [Docket No. 278] (attached hereto as Exhibit A and including any modifications set forth and/or incorporated into the Confirmation Order, the "*Plan*").[1]

RECITALS

(A) On August 1, 2025, the Debtor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Illinois (the "*Bankruptcy Court*") and commenced its chapter 11 case;

(B) On [DATE], 2026, the Bankruptcy Court entered an order confirming the Plan (the "*Confirmation Order*") [Docket No.];

(C) The Plan and the Confirmation Order generally provide for, among other things, the Liquidating Trust to take possession of all of the Liquidating Trust Assets. The Liquidating Trust and the Liquidating Trustee will be tasked with distributing the Liquidating Trust Assets in accordance with the terms of this Agreement and the Plan;

(D) The Liquidating Trust is created pursuant to, and to effectuate, the Plan and the Confirmation Order;

(E) The powers, authority, responsibilities and duties of the Liquidating Trustee shall be governed by this Liquidating Trust Agreement, the Plan, applicable orders issued by the Bankruptcy Court (including the Confirmation Order), and general fiduciary obligations of trustees under Illinois law;

(F) Pursuant to the terms and conditions of the Plan, the Confirmation Order and this Liquidating Trust Agreement, the Liquidating Trustee shall administer the Liquidating Trust Assets;

(G) This Liquidating Trust Agreement is intended to supplement and complement the Plan and the Confirmation Order; provided, however, that if any of the terms and/or provisions of this Liquidating Trust Agreement conflict with the terms and/or provisions of the Plan or the Confirmation Order, the Plan and the Confirmation Order shall govern; and

[1] Capitalized terms undefined herein shall have the meanings ascribed to them in the Plan.

(H) The Liquidating Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Plan and the Confirmation Order, the Parties agree as follows:

DECLARATION OF TRUST

The Debtor hereby absolutely assigns to the Liquidating Trust, and to its successors in trust and its successors and assigns, all right, title, and interest of Debtor in and to the Liquidating Trust Assets;

TO HAVE AND TO HOLD in trust unto the Liquidating Trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth herein and for the benefit of the Beneficiaries, as and to the extent provided in the Plan, and for the performance of and compliance with the terms hereof and of the Plan;

PROVIDED, HOWEVER, that upon termination of the Liquidating Trust in accordance with Article XI hereof, this Agreement shall cease, terminate, and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Liquidating Trust Assets are to be held and applied by the Liquidating Trustee upon the further covenants and terms and subject to the conditions herein set forth.

ARTICLE I
ESTABLISHMENT OF LIQUIDATING TRUST AND APPOINTMENT OF LIQUIDATING TRUSTEE

1.1 Establishment of Liquidating Trust.

Pursuant to the Plan, Debtor and the Liquidating Trustee hereby establish the Liquidating Trust on behalf of, and for the sole benefit of, the Beneficiaries. The name of the Liquidating Trust shall be the “RAS Liquidating Trust.” The parties to this Agreement and the Beneficiaries intend for the Liquidating Trust to be treated as a “liquidating trust” under the Internal Revenue Code of 1986 and the regulations promulgated thereunder, specifically Treas. Reg. § 301.7701-4(d), and as such is a “grantor trust” for federal income tax purposes under Internal Revenue Code Section 671 with the Beneficiaries treated as the grantors and owners of the Liquidating Trust Assets;

1.2 Purpose of the Liquidating Trust.

The Liquidating Trust shall be established for the purpose of receiving the Liquidating Trust Assets and, as appropriate, investigating, prosecuting, settling, selling, disposing and otherwise resolving the same, and distributing such funds to Beneficiaries in accordance with the Plan, the Liquidating Trust Agreement, and pursuant to Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

1.3 Transfer of Property and Rights to the Liquidating Trust.

As of the Effective Date of the Plan, and in accordance with the Confirmation Order, the Debtor and the Estate hereby transfer, assign, and deliver to the Liquidating Trust, any and all right, title, and interest in any and all of the Liquidating Trust Assets. The Liquidating Trustee agrees to accept and hold the Liquidating Trust Assets in trust for the benefit of the Beneficiaries, subject to the terms of this Liquidating Trust Agreement and the Plan, and to sell and liquidate, and distribute the cash proceeds of, such Liquidating Trust Assets to the Beneficiaries as provided in the Plan. At any time and from time to time after the Effective Date and prior to the Debtor's dissolution, Debtor, at the request of the Liquidating Trustee, shall execute and deliver any instruments or documents, and to take, or cause to be taken, all such further action as the Liquidating Trustee may reasonably request in order to evidence or effectuate the transfer of the Liquidating Trust Assets to the Liquidating Trust and consummation of the transactions contemplated hereby and by the Plan and to otherwise carry out the intent of the parties hereunder and under the Plan.

1.4 Title to Liquidating Trust Assets.

(a) The Confirmation Order provides for, causes and orders, upon the Effective Date and the full execution of the Agreement, the transfer, assignment, and delivery from the Debtor and its Estate to the Liquidating Trust, for the benefit of the Beneficiaries, of all of the Estate's right, title, and interest in the Liquidating Trust Assets, as provided for in this Agreement and the Plan, all of which assets shall vest in the Liquidating Trust on the Effective Date free and clear of all Claims, encumbrances, and interests in accordance with section 1141 of the Bankruptcy Code, but subject to the rights of Beneficiaries to obtain the distributions as provided for in this Agreement and the Plan. In this regard, the Liquidating Trust Assets will be treated for tax purposes as being transferred by the Debtor and its Estate to the Beneficiaries, and then by the Beneficiaries to the Liquidating Trust in exchange for their Liquidating Trust Interests for the benefit of such Beneficiaries in accordance with the Plan. Upon the transfer of the Liquidating Trust Assets, the Liquidating Trustee shall succeed to all of the Estate's right, title and interest in such assets, and the Estate shall have no further interest in or with respect to the Liquidating Trust Assets or the Liquidating Trust. Each of the Liquidating Trust and the Liquidating Trustee shall be considered for all purposes in respect of the disposition of the Liquidating Trust Assets as separate and distinct from, and independent of, Debtor and the Estate.

(b) The Liquidating Trust shall be treated as a "liquidating trust" within the meaning of section 301.770 1-4(d) of the Treasury Regulations. For all federal and state income tax purposes, the transfer of the Liquidating Trust Assets to the Liquidating Trust shall be treated as a transfer to the Beneficiaries of the Liquidating Trust for all purposes of the Internal Revenue Code (*e.g.*, sections 61(a)(12), 483, 1001, 1012, and 1274) followed by a deemed transfer by such Beneficiaries to the Liquidating Trust. The Liquidating Trust shall be considered a "grantor" trust, and the Beneficiaries shall be treated as the grantors and deemed owners of the Liquidating Trust. To the extent valuation of the Liquidating Trust Assets to the Liquidating Trust is required under applicable law, the Liquidating Trustee shall value the transferred property and notify in writing the Beneficiaries of such valuations. The assets transferred to the Liquidating Trust shall be valued consistently by the Liquidating Trustee and the Beneficiaries, and these valuations will be used for all federal income tax purposes.

1.5 Appointment of Liquidating Trustee.

John B. Pidcock is hereby appointed to serve as the initial Liquidating Trustee under the Plan and hereby accepts this appointment and agrees to serve in such capacity, effective upon the date of this Liquidating Trust Agreement. A successor Liquidating Trustee shall be appointed as set forth in Section 4.6 in the event the Liquidating Trustee is removed or resigns pursuant to this Liquidating Trust Agreement or if the Liquidating Trustee otherwise vacates the position. The Liquidating Trust shall be administered by the Liquidating Trustee in accordance with the provisions of Article IX of this Agreement and the Plan and the Liquidating Trustee shall have the duties and powers set forth in Article III of this Agreement.

1.6 Claims Against the Liquidating Trust Assets.

The Liquidating Trust Assets shall be subject to the claims of the Liquidating Trustee, and his Professionals and Non-Professionals, and all Allowed Administrative Claims, to the extent such claims are pending approval and/or payment on the Effective Date or are not yet subject to the Administrative Claims Bar Date, other Trustee's Expenses, and UST Fees. The Liquidating Trustee shall be entitled to reimburse persons or entities for Trustee's Expenses out of any available cash in the Liquidating Trust, for reasonable compensation and actual reasonable out-of-pocket expenses, including any insurance policy the Liquidating Trustee deems appropriate, and against and from any and all loss, liability, expense, or damage which each such may sustain in good faith and without willful misconduct, gross negligence, fraud, or, solely in the case of the Liquidating Trustee, breach of fiduciary duty other than negligence, in the exercise and performance of any of the powers and duties of the Liquidating Trustee.

1.7 Funding of the Liquidating Trust.

(a) On the Effective Date, Debtor and the Estate shall be deemed to have transferred and/or assigned as of the Effective Date any and all assets of Debtor and the Estate constituting Liquidating Trust Assets under the Plan including, without limitation: (a) all Cash remaining in the Estate; (b) all Causes of Action, including the right to prosecute same and all proceeds thereof; (c) all pending litigation claims, regardless of venue, in which the Debtor is a plaintiff; (d) all other remaining tangible and intangible personal property of the Debtor; (e) all rights of the Debtor under the Plan, the Confirmation Order and all other orders entered by the Bankruptcy Court in the Case on or prior to the Confirmation Date; and (f) all books and records related to the Estate that are in the Debtor's possession, custody and control as of the Confirmation Date not otherwise sold to the Buyer. All transferred assets shall be held by the Liquidating Trust free and clear of all Claims, Liens, and contractually imposed restrictions, except for the rights to Distribution afforded to Beneficiaries and any orders of the Bankruptcy Court.

(b) The Distributions to be made pursuant to the Plan will be derived from (i) Cash proceeds received by Debtor from the liquidation of their assets as of the Effective Date and other funds then available, and (ii) any payments to be received by the Liquidating Trustee from the further liquidation of Liquidating Trust Assets, including the prosecution and enforcement of Causes of Action, and other funds available after the Effective Date.

1.8 Causes of Action.

Except as otherwise provided in the Plan, all claims, rights, defenses, offsets, recoupments, causes of action, actions in equity or otherwise, whether arising under the Bankruptcy Code or federal, state or common law, which constitute property of the Estate within the meaning of section 541 of the Bankruptcy Code, excepting those otherwise released pursuant to an Order of the Bankruptcy Court (including the Debtor's and Committee's settlement with Infinity) (but including, without limitation, the Causes of Action), as well as all claims, rights, defenses, offsets, recoupments, and causes of action arising under chapter 5 of the Bankruptcy Code with respect to Debtor or the Estate, are part of the Liquidating Trust Assets transferred and assigned to the Liquidating Trust as of the Effective Date in accordance with section 1123(b) of the Bankruptcy Code. For the avoidance of doubt, the Causes of Action that are part of the Liquidating Trust Assets includes all Causes of Action described or set forth on the Retained Causes of Action schedule attached to the Disclosure Statement as Appendix A. Prosecution and settlement of such claims, rights, defenses, and Causes of Action shall be the responsibility of the Liquidating Trustee, and the Liquidating Trustee shall pursue those claims, rights, defenses, and Causes of Action, as appropriate, in accordance with the Liquidating Trustee's sole judgment of what is in the best interests, and for the benefit of, the Beneficiaries of the Liquidating Trust.

1.9 Securities Laws.

Under section 1145 of the Bankruptcy Code, the issuance of Liquidating Trust Interests under the Plan shall be exempt from registration under the Securities Act of 1933 and applicable state and local laws requiring registration of securities. If the Liquidating Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Liquidating Trustee shall take any and all actions to comply with such reporting requirements and file periodic reports with the Securities and Exchange Commission.

ARTICLE II
LIQUIDATING TRUST INTERESTS

2.1 Identification of Holders of Liquidating Trust Interests.

The names of the record holders of Liquidating Trust interests ("*Liquidating Trust Interests*"), and the amount of Liquidating Trust Interests held by such record holders, shall be recorded and set forth in a register maintained by the Liquidating Trustee (or his designee) expressly for such purpose. The Liquidating Trustee hereby establishes the close of business on the Effective Date as the record date for purposes of establishing the official registry of holders of the Liquidating Trust Interests. The distribution of Liquidating Trust Interests to the Beneficiaries shall be accomplished as set forth in the Plan and in this Liquidating Trust Agreement. No certificates evidencing the Liquidating Trust Interests will be issued to any record or beneficial holder of such interests.

2.2 Transferability of Liquidating Trust Interests.

The Beneficiaries shall have beneficial interests in the Liquidating Trust Assets as provided in the Plan. Any Beneficiary's beneficial interests, and any right to receive a Distribution from the Liquidating Trust, shall be nontransferable and non-assignable except by will, intestate, succession, or operation of Law.

2.3 Interests Beneficial Only.

The ownership of a beneficial interest hereunder shall not entitle any Beneficiary to any title in or to the Liquidating Trust Assets as such (which title shall be vested in the Liquidating Trustee) or to any right to call for a partition or division of the Liquidating Trust Assets or to require an accounting.

ARTICLE III
DUTIES AND POWERS OF THE LIQUIDATING TRUSTEE

3.1 Generally.

The Liquidating Trustee shall be responsible for administering the Liquidating Trust Assets and taking actions on behalf of, and representing, the Liquidating Trust. The Liquidating Trustee shall have the authority to bind the Liquidating Trust within the limitations set forth herein, but shall for all purposes hereunder be acting in the capacity of the Liquidating Trustee and not individually.

3.2 Scope of Authority.

Within the limitations set forth herein, the responsibilities and authority of the Liquidating Trustee shall include, without limitation: (a) liquidating, selling or abandoning the Liquidating Trust Assets; (b) facilitating the prosecution or settlement of objections to or estimations of Claims in accordance with, but subject to the limitations set forth in, the Plan; (c) calculating and implementing all Distributions in accordance with the Plan and the Confirmation

Order; (d) maintaining and administering reserves for Disputed Claims and Claims of Creditors that may be the subject of Causes of Action, including Avoidance Actions; (e) paying all obligations on behalf of the Liquidating Trust from funds held by the Liquidating Trust (including Trustee's Expenses, UST Fees, and those of Professionals and Non-Professionals); (f) providing any required periodic reports (including, without limitation, filing quarterly reports pursuant to Sections 5.1.2, 9.4, and 9.8 of the Plan) to the Bankruptcy Court and other parties-in-interest on the status of distributions on Allowed Claims, and the financial status of the Liquidating Trust; (g) pursuing Causes of Action (including Avoidance Actions) or other post-confirmation litigation on behalf of the Liquidating Trust as set forth in the Plan; and (h) carrying out such other responsibilities not specifically set forth herein as may be vested in the Liquidating Trustee pursuant to the Plan, this Liquidating Trust Agreement, any Bankruptcy Court order, or as may be necessary and proper to carry out the provisions of the Plan and the Confirmation Order.

3.3 Taxes and Other Required Filings.

(a) Federal Income Tax. The Liquidating Trustee shall treat the Liquidating Trust as a grantor trust and shall report items of income, deduction, and credit attributable to the Liquidating Trust in accordance with and pursuant to Treasury Regulations Section 1.671-4(a).

(b) Taxes. The Liquidating Trust shall be responsible for payments of any taxes imposed on the Liquidating Trust. The Liquidating Trustee may request an expedited determination of taxes of the Liquidating Trust under section 505(b) of the Bankruptcy Code for all returns filed by, for, or on behalf of, the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

(c) Other. The Liquidating Trustee shall file (or cause to be filed) any other statements, returns or disclosures relating to the Liquidating Trust that are required by any governmental authority.

(d) Tax Returns for Pre-Effective Date Periods. For the avoidance of doubt, the Debtor shall be responsible for preparing and filing all of its pre-Effective Date tax returns, with the costs of any such returns to be paid by the Liquidating Trust, to the extent not paid or prepaid prior to the Effective Date.

3.4 Fiduciary Obligations to Liquidating Trust and Beneficiaries.

The Liquidating Trustee's actions as Liquidating Trustee will be held to the same standard as the trustee of a trust under 760 ILCS 3/Art. 12, as amended. His fiduciary obligations to the Liquidating Trust and its Beneficiaries are the same fiduciary obligations that the trustee of a trust owes to that trust and its beneficiaries under Illinois law.

3.5 Powers.

In connection with the administration of the Liquidating Trust, except as otherwise set forth in this Liquidating Trust Agreement, the Plan, or the Confirmation Order, the Liquidating Trustee is hereby authorized to perform those acts necessary to accomplish the purposes of the Liquidating Trust, without further authorization from the Bankruptcy Court. Without limiting, but subject to, the foregoing, the Liquidating Trustee is expressly authorized, but not required, in his sole discretion, unless otherwise provided in this Liquidating Trust Agreement and subject to the limitations contained herein, in the Plan, and in the Confirmation Order to:

(1) hold legal title (on behalf of the Liquidating Trust as the Liquidating Trustee, but not individually) to the Liquidating Trust Assets, including, but not limited to the right to vote any Claim or Interest held by the Liquidating Trust in any case or proceeding under the Bankruptcy Code or otherwise and to receive any distribution therein;

(2) protect and enforce the rights to the Liquidating Trust Assets vested in the Liquidating Trust by the Plan and the Confirmation Order by any method deemed appropriate in his sole discretion, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law, and general principles of equity;

(3) open and maintain bank accounts on behalf of or in the name of the Liquidating Trust;

(4) invest funds (in the manner set forth in Section 3.9 of this Agreement), make distributions, and pay taxes and other obligations owed by the Liquidating Trust from funds held by the Liquidating Trustee and/or the Liquidating Trust in accordance with the Plan and the Confirmation Order;

(5) prosecute, defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle, in accordance with the terms set forth herein and in the Plan and Confirmation Order, Claims in favor of or against the Liquidating Trust as the Liquidating Trustee, in his sole discretion, shall deem necessary, subject to the limitations of the Plan, the Confirmation Order, and this Liquidating Trust Agreement;

(6) prosecute, defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle, in accordance with the terms set forth herein and in the Plan and Confirmation Order, all Causes of Action, including, but not limited to, actions arising under state or federal law (including the Bankruptcy Code), Avoidance Actions arising under or related to Chapter 5 of the Bankruptcy Code, and Causes of Action against Insiders of the Debtor;

(7) determine and satisfy any and all liabilities created, incurred, or assumed by the Liquidating Trust;

(8) file, if necessary, any and all tax and information returns with respect to the Liquidating Trust and pay taxes properly payable by the Liquidating Trust, if any;

(9) make distributions to Beneficiaries as provided for in this Liquidating Trust Agreement, the Plan and the Confirmation Order;

(10) pay expenses and make disbursements necessary to preserve, liquidate, and enhance the Liquidating Trust Assets, including Trustee's Expenses;

(11) purchase such insurance or trustee bond coverage as the Liquidating Trustee, in his sole discretion, deems necessary and appropriate with respect to the liabilities and obligations of the Liquidating Trust and the Liquidating Trustee (in the form of an errors and omissions policy, fiduciary policy, or otherwise);

(12) purchase such insurance coverage as the Liquidating Trustee, in his sole discretion, deems necessary and appropriate with respect to real and personal property which may be or may become Liquidating Trust Assets;

(13) retain and pay Professionals as provided for in Article X of this Liquidating Trust Agreement as the Liquidating Trustee may deem necessary or appropriate to assist the Liquidating Trust and/or Liquidating Trustee in carrying out his powers and duties under this Agreement to the extent permitted by this Liquidating Trust Agreement, the Plan, and the Confirmation Order. Subject to Article X, the Liquidating Trustee may commit the Liquidating Trust to, and the Liquidating Trust shall, pay Professionals reasonable compensation for services rendered thereto, and reasonable expenses incurred, as well as commit the Liquidating Trust to indemnify any such parties in connection with the performance of services from the Liquidating Trust Assets;

(14) retain and pay such Non-Professional third parties as provided for in Article X of this Liquidating Trust Agreement as the Liquidating Trustee may deem necessary or appropriate to assist the Liquidating Trust and/Liquidating Trustee in carrying out his powers and duties under this Agreement to the extent permitted by this Liquidating Trust Agreement, the Plan, and the Confirmation Order. Subject to Article X, the Liquidating Trustee may commit the Liquidating Trust to, and the Liquidating Trust shall, pay all such Non-Professionals reasonable compensation for services rendered thereto, and reasonable expenses incurred, as well as commit the Liquidating Trust to indemnify any such parties in connection with the performance of services from the Liquidating Trust Assets;

(15) settle, in his sole discretion, or litigate objections to, any and all Disputed Claims in accordance with, but subject to the limitations set forth in, the Plan and Section 7.1 of this Agreement;

(16) distribute Cash as set forth in this Liquidating Trust Agreement, the Plan, and the Confirmation Order;

(17) within the limitations of the authority provided to the Liquidating Trustee in this Liquidating Trust Agreement, the Plan, and the Confirmation Order, take any appropriate action with respect to the prosecution, settlement, or other resolution of Claims against the Liquidating Trust Assets;

(18) terminate and dissolve the Liquidating Trust pursuant to and in accordance with the terms of the Plan, the Confirmation Order and this Liquidating Trust Agreement; and

(19) assume such other powers as may be vested in or assumed by the Liquidating Trust pursuant to the Plan or Bankruptcy Court order, or as may be reasonably necessary and proper to carry out the provisions of the Plan, the Confirmation Order, or this Liquidating Trust Agreement.

3.6 General Authority of Liquidating Trustee.

Unless specifically stated otherwise herein or in the Plan or Confirmation Order, the Liquidating Trustee shall not be required to obtain Bankruptcy Court approval with respect to any proposed action or inaction authorized in this Liquidating Trust Agreement or specifically contemplated in the Plan and the Confirmation Order and except as otherwise set forth herein, the Liquidating Trustee is not required to submit a proposed settlement to the Bankruptcy Court or such other court of competent jurisdiction; provided, however, that the Liquidating Trustee shall seek approval of the Bankruptcy Court to compromise any controversy in which a Claim, or Cause of Action asserted by the Liquidating Trustee, is equal to or greater than $500,000; and further provided, however, that the Liquidating Trustee may, in his sole discretion, seek Bankruptcy Court approval any other actions upon motion, and the Bankruptcy Court shall retain jurisdiction to consider such motions.

3.7 Limitation of Liquidating Trustee's Authority.

(1) Notwithstanding anything herein to the contrary, the Liquidating Trustee shall not be authorized to engage in any trade or business; provided, however, that by accepting this appointment, the Liquidating Trustee shall be permitted to continue to carry on any business activities unrelated to the Liquidating Trust, the Debtor, or the chapter 11 cases (so long as such activities or the proceeds thereof are not commingled with Liquidating Trust Assets), provided further, however, that to the extent the Liquidating Trust holds certain Liquidating Trust Assets that consist of interests in ongoing businesses, the Liquidating Trustee is not considered to be engaging in any trade or business in connection with its administration of such assets. Notwithstanding any other authority granted in Sections 3.2 and 3.5 herein, the Liquidating Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the Liquidating Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d).

(2) The Liquidating Trust shall not hold 50% or more of the stock (in either voting power or value) of any entity that is treated as a corporation for federal income tax purposes, nor be the sole member of a limited liability company, nor have any interest in an entity that is treated as a partnership for federal income tax purposes, unless such stock, membership interest, or partnership interest consists of the Liquidating Trust Assets, was obtained pursuant to rights under the Liquidating Trust Assets or was obtained involuntarily or as a matter of practical economic necessity in order to preserve the value of the Liquidating Trust Assets.

(3) The Liquidating Trust shall not incur secure or unsecured indebtedness (other than ordinary-course credit from providers of services or goods to the Liquidating Trust) absent consultation with the Advisory Committee and approval by the Bankruptcy Court.

(4) The Liquidating Trustee shall not commingle Liquidating Trust Assets, including Cash and deposit accounts, with non-Liquidating Trust assets.

3.8 Other Activities of Liquidating Trustee.

The Liquidating Trustee shall be entitled to be employed by third parties or engage in non-conflicting activities while serving as Liquidating Trustee for the Liquidating Trust.

3.9 Investment and Safekeeping of Liquidating Trust Assets.

All monies and other assets received by the Liquidating Trust shall, until distributed or paid over as herein provided, be held in trust for the benefit of the Beneficiaries, but need not be segregated from other Liquidating Trust Assets. Separate reserves and funds may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Liquidating Trustee to determine Cash, reserves, and amounts to be paid to parties in interest. The Liquidating Trustee shall promptly invest any such monies in the manner set forth in this Section 3.9, but shall otherwise be under no liability for interest or income on any monies received by the Liquidating Trust hereunder and held for distribution or payment to the Beneficiaries, except as such interest shall actually be received by the Liquidating Trustee. Investment of any monies held by the Liquidating Trust shall be administered in accordance with Liquidating Trustee's general duties and obligations hereunder and in view of the Liquidating Trustee's general fiduciary duties under Illinois law. The right and power of the Liquidating Trustee to invest the Liquidating Trust Assets transferred to the Liquidating Trust, the proceeds thereof, or any income earned by the Liquidating Trust, shall be limited to the right and power to (i) invest such Liquidating Trust Assets (pending distributions in accordance with the Plan and the Confirmation Order) in (a) short-term direct obligations of, or obligations guaranteed by, the United States of America or (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof; or (ii) deposit such assets in demand deposits at any bank or trust company, which has, at the time of the deposit, a capital stock and surplus aggregating at least $1,000,000,000.00 (collectively, the "*Permissible Investments*") *provided*, *however*, that the scope of any such Permissible Investments shall be limited to include only those investments that a trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise.

3.10 Authorization to Expend Liquidating Trust Assets.

The Liquidating Trustee may expend assets of the Liquidating Trust to the extent necessary (i) to meet liabilities and to maintain the value of the Liquidating Trust Assets during the existence of the Liquidating Trust, up and until all creditors are paid in full, (ii) to pay Trustee's Expenses (including, but not limited to, any taxes imposed on the Liquidating Trust or fees and expenses in connection with litigation), (iii) to satisfy other liabilities incurred or assumed by the Liquidating Trust (or to which the Liquidating Trust Assets are otherwise subject) in accordance with this Liquidating Trust Agreement, the Plan, or the Confirmation Order; and (iv) to make distributions to Beneficiaries on account of their Allowed Claims in accordance with this Liquidating Trust Agreement, the Plan and Confirmation Order.

ARTICLE IV
LIQUIDATING TRUSTEE

4.1 Compensation of Liquidating Trustee.

(a) The Liquidating Trustee shall be entitled to receive reasonable compensation for services rendered on behalf of the Liquidating Trust. The Liquidating Trustee's current hourly rate is $700. The Liquidating Trustee may assign certain projects related to this engagement to other Professionals associated with or retained by Tucker Ellis LLP consistent with the nature of the projects and experience of the other Professionals. The hourly rates for such other professionals are estimated to range from $350 to $700 based on their level of experience. These rates may be adjusted periodically to reflect market and other conditions. All travel time of the Liquidating Trustee and other Professionals retained by the Liquidating Trustee shall be billed at half of their standard hourly rate.

(b) The Liquidating Trustee shall issue monthly invoices for his fees and expenses to the Advisory Committee, payable within 21 days of receipt, provided, however, that if the Advisory Committee identifies an objection to a monthly invoice, it shall provide the Liquidating Trustee with written notice of the objection, setting forth the reasons for the objection and the amounts to which it objects. The Liquidating Trustee and the Advisory Committee shall cooperate in good faith to resolve any such objections informally. If, after 30 days of written notice of the objection, the objection has not been consensually resolved, either party may file a motion with the Bankruptcy Court for an adjudication of the objection.

(c) All compensation and other amounts payable to the Liquidating Trustee shall be paid out of the Liquidating Trust Assets pursuant to the terms of this Liquidating Trust Agreement and the Plan. The Liquidating Trust shall receive its initial funding from $200,000 of the Cash on hand of Debtor as of the date the Bankruptcy Court enters the Confirmation Order to fund the costs of administration of the Liquidating Trust, as well as ongoing receipts post-confirmation, until all assets have been liquidated or disposed of otherwise. Should additional funding be required, the Liquidating Trust may utilize additional Liquidating Trust Assets (except for any Cash held in reserve on account of Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Class 1 Claims, Class 3 Erroneous Payment Claims, and Disputed Class 4 Claims), subject to consent of the Advisory Committee or the Bankruptcy Court.

(d) The Liquidating Trust shall reimburse the Liquidating Trustee for his actual reasonable out-of-pocket expenses incurred including, without limitation, necessary travel, lodging, postage, telephone, and facsimile charges upon receipt of periodic billings. All reimbursement for expenses payable to the Liquidating Trustee shall be paid from the Liquidating Trust Assets in priority over any distributions to Beneficiaries to be made under the Plan. If the Liquidating Trust Assets are insufficient to fully satisfy the amounts payable to, or other obligations owing to, the Liquidating Trustee, the Liquidating Trustee may, in his sole and complete discretion, withhold distributions of proceeds of the Liquidating Trust Assets from the Beneficiaries until the earlier of: (i) appropriate reserves having been created by the Liquidating Trustee that would be sufficient to pay in full all fees, costs, and expenses rendered by the Liquidating Trustee for and on behalf of the Beneficiaries (including, without limitation, for the pursuit of Causes of Action); or (ii) all such amounts have been fully paid and all such obligations have been fully satisfied. This Section shall be construed consistent with the provisions of Rev. Proc. 94-45, at ¶ 10.

(d) If the Liquidating Trustee is removed pursuant to Section 4.4 hereof or the Liquidating Trustee dies or becomes disabled, then such former Liquidating Trustee (or his employer, estate, successor, or assigns) shall be entitled to any remaining unpaid compensation and reimbursement due hereunder.

4.2 Termination.

The duties, responsibilities and powers of the Liquidating Trustee will terminate on the date the Liquidating Trust is terminated in accordance with Article XI of this Agreement.

4.3 No Bond Required, But Optional.

The Liquidating Trustee shall not be required to obtain a trustee or similar surety bond but may obtain one, in his sole discretion, to the extent he deems necessary, with the costs of such bond to be payable by the Liquidating Trust as a Trustee's Expense.

4.4 Removal.

The Liquidating Trustee may only be removed for cause by order of the Bankruptcy Court, pursuant to a motion filed with the Bankruptcy Court and served upon (a) the Liquidating Trust and its counsel, (b) the United States Trustee (if not the movant) and (c) all other Entities that have formally requested notice pursuant to Bankruptcy Rule 2002. In connection with any such motion to remove the Liquidating Trustee, "cause" will include: (a) the Liquidating Trustee's willful failure to perform his, her or its material duties hereunder (including the undue prolongation of the duration of the Liquidating Trust and of distributions of the Liquidating Trust Assets to Beneficiaries) which is not remedied within 30 days of written notice; (b) the Liquidating Trustee's death; (c) the Liquidating Trustee's mental or physical incapacity that materially and adversely affects the Liquidating Trustee's ability to perform his, her or its duties under the Plan; (d) the Liquidating Trustee's commission of an act of fraud, theft or embezzlement, or a breach of fiduciary duty other than negligence, in connection with the Liquidating Trustee's duties under the Plan; (e) the Liquidating Trustee's conviction for the commission of a felony with all appeals having been exhausted or appeal periods lapsed; *provided*, *however*, that no "cause" shall exist involving clause (a) above until the Liquidating Trustee first has failed to cure such failure within 30 days after having been given written notice of such failure. For purposes of the foregoing, no act or failure to act on the part of the Liquidating Trustee shall be considered "willful" unless it is done, or permitted to be done, by the Liquidating Trustee without reasonable belief that the Liquidating Trustee's action or omission was in the best interests of the Beneficiaries. The Advisory Committee, for and on behalf of the Liquidating Trust, shall designate a successor

Liquidating Trustee ("*Successor Liquidating Trustee*") as soon as practicable following entry of an order removing the Liquidating Trustee for cause. If a Successor Liquidating Trustee is not appointed or does not accept his or her appointment within thirty (30) days after the removal, the Advisory Committee or the Bankruptcy Court (or another court of competent jurisdiction), upon its own motion, shall appoint a Successor Liquidating Trustee.

4.5 Resignation of Liquidating Trustee.

The Liquidating Trustee may resign by giving not less than thirty (30) days prior written notice thereof to the Advisory Committee or shall be deemed to have resigned due to death or incapacity. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice or date of death or determination of incapacity; or (ii) the appointment of a Successor Liquidating Trustee by the Advisory Committee and the acceptance by such Successor Liquidating Trustee of such appointment. If a Successor Liquidating Trustee is not appointed or does not accept his or her appointment within thirty (30) days following delivery of a notice of resignation of the Liquidating Trustee, the Advisory Committee may petition any court of competent jurisdiction for the appointment of a Successor Liquidating Trustee.

4.6 Appointment of Successor Liquidating Trustee upon Removal, Resignation, Death, or Incapacity.

If the Liquidating Trustee is removed pursuant to Section 4.4 hereof, resigns pursuant to Section 4.5 hereof, or otherwise is incapable of serving as Liquidating Trustee, a Successor Liquidating Trustee shall be appointed by the Advisory Committee; *provided*, *however*, that no past or present holder of a Claim or Interest in Debtor or any representative thereof shall serve as Successor Liquidating Trustee. No Successor Liquidating Trustee shall in any event have any liability or responsibility for the acts or omissions of any of his or her predecessors.

4.7 Acceptance of Appointment by Successor Liquidating Trustee.

Every Successor Liquidating Trustee shall execute, acknowledge, and file with the Bankruptcy Court an instrument in writing accepting such appointment hereunder, and thereupon such Successor Liquidating Trustee, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of his or her predecessor with like effect as if originally named herein; *provided*, *however*, that a removed, incapacitated, or resigning Liquidating Trustee shall, nevertheless, when requested in writing by the Successor Liquidating Trustee, execute and deliver an instrument or instruments conveying and transferring to such Successor Liquidating Trustee under the Liquidating Trust all the rights, powers, duties, and obligations of the Liquidating Trustee.

4.8 Liquidating Trust Continuance.

The resignation of removal of the Liquidating Trustee will not terminate the Liquidating Trust or revoke any existing agency created pursuant to this Liquidating Trust Agreement or invalidate any action theretofore taken by the Liquidating Trustee.

ARTICLE V

ADVISORY COMMITTEE

5.1 Appointment of the Advisory Committee Members.

An Advisory Committee, which shall provide advice and consultation to the Liquidating Trustee, shall be created as soon as practicable on or after the Effective Date. The Advisory Committee shall consist of three members: [____, ____, and ____] (each, an "*Advisory Committee Member*," and collectively, the "*Advisory Committee Members*"), all of whom are qualified to serve on the Advisory Committee pursuant to Section 1.4 of the Plan. Each of the Advisory Committee Members shall have one vote in connection with any matters that are subject to the determination of the Advisory Committee. Each Advisory Committee Member shall serve until the earlier of: (a) his or her death or resignation; (b) his or her removal pursuant to Section 5.5 of this Liquidating Trust Agreement; and (c) the termination of the Liquidating Trust. To any extent an Advisory Committee Member has a conflict of interest with respect to any matter being handled by the Liquidating Trustee, such Advisory Committee Member shall recuse themselves and be recused from any such discussions in accordance herewith and any by-laws governing operation of the Advisory Committee approved by the Liquidating Trustee.

5.2 Compensation and Expenses of the Advisory Committee Members.

The Advisory Committee Members shall not be entitled to compensation but shall be reimbursed for their reasonable expenses, including travel expenses, reasonably required and incurred in the performance of their duties and preapproved in writing by the Liquidating Trustee.

5.3 Powers and Duties of the Advisory Committee.

(a) The Liquidating Trustee will consult with the Advisory Committee with respect to his or her actions in administering the Liquidating Trust Assets. The Advisory Committee Members further agree to assist the Liquidating Trustee in administering the Liquidating Trust in furtherance of the purposes detailed in Section 1.2 herein, pursuant to the terms of this Liquidating Trust Agreement and the Plan.

(b) The Liquidating Trustee shall consult with the Advisory Committee prior to the following actions being taken by the Liquidating Trustee: (i) consummating any sale of Liquidating Trust Assets in a transaction in which the value of such assets being sold exceeds $100,000; (ii) the resolution of any Disputed Claim having a filed or scheduled amount exceeding $250,000; (iii) consummating any settlement of a Cause of Action (including Avoidance Actions or Causes of Action against an Insider), to the extent such Cause of Action was asserted in an amount not less than $250,000; or (iv) the termination of the Liquidating Trust. The Liquidating Trustee may take under consideration any actions based on recommendations made by the Advisory Committee; provided, however, that taking or failing to take any action with respect to such recommendations is solely at the discretion of the Liquidating Trustee. Without limiting the foregoing, neither the Advisory Committee nor any Advisory Committee Member shall exercise any control or authority over the Liquidating Trust or the Liquidating Trust Assets that is inconsistent with the provisions of this Liquidating Trust Agreement.

5.4 Removal of Advisory Committee Member.

An Advisory Committee Member may be removed at any time by the written consent of a majority of the Advisory Committee Members. Any removal shall be effective on the date specified in such consent or approval pursuant to this Section 5.4.

5.5 Resignation of Advisory Committee Member.

An Advisory Committee Member may resign by giving not less than thirty (30) days prior written notice thereof to the other Advisory Committee Members and the Liquidating Trustee. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice; or (ii) the appointment of a successor Advisory Committee Member (a "*Successor Advisory Committee Member*") by the other Advisory Committee Members and the acceptance by such Successor Advisory Committee Member of such appointment.

5.6 Appointment of Successor Advisory Committee Member upon Removal, Resignation, or Incapacity.

If an Advisory Committee Member is removed pursuant to Section 5.4 hereof, resigns pursuant to Section 5.5 hereof, or otherwise is incapable of serving as an Advisory Committee Member, a Successor Advisory Committee Member shall be appointed by the other Advisory Committee Members. If a Successor Advisory Committee Member is not appointed or does not accept his or her appointment within thirty (30) days following (i) delivery of a notice of resignation of an Advisory Committee Member or (ii) the removal of an Advisory Committee Member, the Advisory Committee or the Liquidating Trustee may petition any court of competent jurisdiction for the appointment of a Successor Advisory Committee Member. Successor Advisory Committee Members shall be a creditor of the Debtor and otherwise qualify pursuant to Section 1.4 of the Plan.

5.7 Acceptance of Appointment by Successor Advisory Committee Member.

Any Successor Advisory Committee Member appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver such acceptance to the Liquidating Trustee. Thereupon, such Successor Advisory Committee Member shall, without any further act, become vested with all the rights, powers, duties, and obligations of his or her predecessor in the Advisory Committee with like effect as if originally named herein.

ARTICLE VI
PROVISIONS REGARDING DISTRIBUTIONS

6.1 Timing and Methods of Distributions.

(a) Generally. The Liquidating Trustee, on behalf of the Liquidating Trust, or such other entity as may be designated by the Liquidating Trustee, on behalf of the Liquidating Trust, will make all distributions to the Beneficiaries as set forth in, and as required by, this Liquidating Trust Agreement, the Plan and the Confirmation Order.

(b) Initial Distribution. The Liquidating Trustee shall make the Initial Distribution in accordance with the Plan. Initial distributions made to Holders of Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Initial Distribution date.

(c) Subsequent Distributions. Subsequent distributions may be made from time to time in the sole discretion of the Liquidating Trustee (upon consultation with the Advisory Committee).

(d) Method of Distributions to Holders of Claims. Distributions made pursuant to the Plan shall be in U.S. dollars and, at the option and in the sole discretion of the Liquidating Trustee, be made by (a) checks drawn on or (b) wire transfers from a domestic bank selected by the Liquidating Trustee.

(e) Priority of Distributions. The Liquidating Trustee in his good faith judgment and based on available Liquidating Trust Assets, shall make distributions in the following order of priorities: (i) *first*, to the extent not paid by Debtor or its Estate, Allowed Administrative Claims (including Professional Fee Claims and Other Administrative Expense Claims; (ii) *second*, $200,000, representing the initial Liquidating Trust funding agreed to by the Debtor and the Committee; (iii) *third*, to the extent not paid by Debtor or its Estate, to holders of Allowed Priority Tax Claims; (iv) *fourth*, to the extent not paid by Debtor or its Estate, to Holders of Allowed Class 1 Claims; (v) *fifth*, to the extent not paid by Debtor or its Estate, to Infinity on account of the Infinity Fixed Payment (as set forth in the Plan); (vi) *sixth*, to Holders of Allowed Class 3 Claims receiving “Treatment B” under the Plan; and (vii) *seventh*, Pro Rata and *pari passu*, to the Holder of the Infinity Remaining Claim (solely with respect to any Reserved Cash deemed to be Estate property pursuant to section 5.5.3 of the Plan and/or Distributions relating to Victim Recovery Funds), Holders of Allowed Class 3 Claims receiving “Treatment A” under section 5.5.3 of the Plan, and Holders of Allowed Class 4 Claims.

(f) Withholding. The Liquidating Trustee may withhold from amounts distributable to any entity any and all amounts, determined in the Liquidating Trustee’s reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive, or other government equivalent of the United States or of any political subdivision thereof.

(g) Reserves. The Liquidating Trustee shall establish reserves for Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Class 1 Claims, Class 3 Erroneous Payment Claims, and Disputed Class 4 Claims of Cash from the Liquidating Trust Assets as deemed reasonable by the Liquidating Trustee in his discretion, to hold in reserve for the full satisfaction of such Claims in accordance with the provisions of the Plan and this Liquidating Trust Agreement. Any such funds held in reserve pursuant to this Liquidating Trust Agreement shall not be used to pay Trustee’s Expenses, including the Liquidating Trustee’s compensation and fees and expenses of Professionals and Non-Professionals.

6.2 Delivery of Distributions.

Subject to the provisions of Rule 2002(g) of the Bankruptcy Rules and any other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and any order of the Bankruptcy Court, and except as otherwise provided herein, distributions and deliveries to Holders of Allowed Claims shall be made at the address (the "*Distribution Address*") of each such Holder as set forth on the Schedules filed with the Bankruptcy Court, unless superseded by the address set forth on a timely filed proof(s) of claim or some other writing filed with the Bankruptcy Court and served upon the Liquidating Trust.

6.3 Tax Identification Numbers and OFAC Certifications.

Notwithstanding anything in the Plan to the contrary, prior to making Distributions hereunder, the Liquidating Trustee shall require all Holders to furnish to him: (a) its Employer or Taxpayer Identification Number as assigned by the Internal Revenue Service on a Form W-9; and (b) a certification that the Holder is not a person or entity with whom it is illegal for a U.S. person to do business under Office of Foreign Assets Control ("*OFAC*") sanctions regulations and/or the list of Specially Designated Nationals and Blocked Persons (collectively, the "*Pre-Distribution Certifications*"). Pre-Distribution Certification forms will be mailed to the Distribution Address for each Holder prior to Distributions being made, and Holders shall have thirty (30) days from the date of mailing to return the executed Pre-Distribution Certifications. Any Holder that fails to return the executed Pre-Distribution Certifications within such thirty (30) day period shall be deemed to have forfeited its right to receive Distributions and shall be forever barred and enjoined from asserting any right to Distributions made prior to the Liquidating Trustee receiving its executed Pre-Distribution Certifications. Any Distributions that are forfeited pursuant to this provision will be returned to the Liquidating Trustee and become property of the Liquidating Trust, for redistribution pursuant to the Plan.

6.4 Undeliverable Distributions.

(a) Holding of Undeliverable Distributions.

If any Distribution to any Holder of an Allowed Claim is returned to the Liquidating Trustee as undeliverable, no further Distributions shall be made to such Holder unless and until the Liquidating Trustee is notified by such Holder, in writing, of such Holder's then-current address. Upon such an occurrence, the appropriate Distribution shall be made as soon as reasonably practicable after such Distribution has become deliverable. All Holders ultimately receiving previously undeliverable Cash shall not be entitled to any interest or other accruals of any kind. Nothing contained in this Liquidating Trust Agreement shall require the Liquidating Trustee to attempt to locate any Holder of an Allowed Claim.

(b) Failure to Claim Undeliverable Distributions.

Any Holder of an Allowed Claim entitled to an undeliverable or unclaimed Distribution that does not provide notice of such Holder's correct address to the Liquidating Trustee within ninety (90) days after the date of the Initial Distribution made by the Liquidating Trustee to such Holder, shall be deemed to have forfeited its claim for such undeliverable or unclaimed Distribution and shall be forever barred and enjoined from asserting any such claim for an undeliverable or unclaimed Distribution against the Debtor, its Estate or the Liquidating Trust. If, after ninety (90) days, Distributions remain unclaimed, unclaimed Distributions will become forfeited Distributions and such amounts shall be made available for distribution to other Beneficiaries or for Trustee's Expenses. With respect to a final Distribution, in the event that the aggregate amount of the forfeited Distributions is not sufficient for the Liquidating Trustee to make an economically justifiable supplemental final Distribution (for example, a Distribution would result in a De Minimis Distributions after costs) the forfeited Distributions may be donated to CARPLS (or substantially similar charitable organization).

6.5 Withholding and Reporting Requirements.

In connection with the Plan, this Liquidating Trust Agreement and all Distributions thereunder, the Liquidating Trustee shall comply with all tax withholding and reporting requirements imposed by any U.S. federal, state or local or non-U.S. taxing authority, and all Distributions hereunder shall be subject to any such withholding and reporting requirements. The Liquidating Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim that is to receive a Distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distribution, and (b) the Liquidating Trustee reserves the option, in his or her discretion, to not make a Distribution to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Liquidating Trustee for the payment and satisfaction of such tax obligations or has, to the Liquidating Trustee's satisfaction, established an exemption therefrom.

6.6 Time Bar to Cash Payments.

Checks issued by the Liquidating Trust on account of Allowed Claims shall be null and void if not negotiated within forty-five (45) days from and after the date of issuance thereof. Requests for reissuance of any check that has become null and void shall be made directly to the Liquidating Trustee by the Holder of the Allowed Claim within sixty (60) days of the check becoming null and void. After such sixty (60) day period has elapsed, all Claims relating to such voided checks shall be discharged and forever barred. In the case of checks issued on account of Allowed Claims but not negotiated within forty-five (45) days of issuance and for which no request for reissuance is made before sixty (60) days after issuance, the amounts at issue shall be considered to be a forfeited Distribution.

6.7 Fractional Dollars; *De Minimis* Distributions.

Notwithstanding anything contained herein to the contrary, payments of fractions of dollars may not be made in the sole discretion of the Liquidating Trustee. To the extent that the Liquidating Trustee elects not to make payments in fractions of dollars, the actual payment made will reflect a rounding of such fraction to the nearest dollar (up or down), with half dollars being rounded down. The Liquidating Trustee will not make any De Minimis Distributions, and reserves the right to reserve such De Minimis Distributions until such time as the Holder of such Claims is entitled to a Distribution of at least fifty dollars ($50.00).

6.8 Interest.

Unless otherwise required by applicable bankruptcy law, or specifically provided for in the Plan, post-petition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest or fees accruing on or after the Petition Date on any Claim.

In accordance with Section 502(b)(2) of the Bankruptcy Code, the amount of all prepetition Unsecured Claims against Debtor shall be calculated as of the Petition Date. Except as otherwise explicitly provided in the Plan, in section 506(b) of the Bankruptcy Code, or by Final Order, no Holder of a prepetition Claim shall be entitled to or receive interest or fees relating to such Claim.

6.9 Setoffs.

Consistent with the Plan, sections 502(d) or 553 of the Bankruptcy Code or applicable non-bankruptcy law, the Liquidating Trustee may, but shall not be required to, set off against any Allowed Claim and the Distributions to be made pursuant to the Plan on account thereof (before any distribution is made on account of such Claim), the claims, rights and causes of action of any nature that Debtor, its Estate, or the Liquidating Trustee may hold against the Holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff nor the allowance of any claim hereunder shall constitute a waiver or release by Debtor, its Estate, or the Liquidating Trustee of any such claims, rights, and Causes of Action that Debtor, its Estate, the Liquidating Trust, or the Liquidating Trustee may possess against such Holder. Any setoff alleged by a Holder of a Claim that is opposed by the Debtor, Liquidating Trustee, or party in interest shall be resolved upon objection to such Claim.

6.10 Preservation of Debtor's Subordination Rights.

All subordination rights and claims relating to the subordination by Debtor or its Estate of the Allowed Claims of any creditor shall remain valid and enforceable by the Liquidating Trust, unimpaired in accordance with section 510 of the Bankruptcy Code or otherwise, and may be asserted by the Liquidating Trustee as necessary or appropriate.

6.11 Waiver by Creditors of All Subordination Rights.

Except as otherwise ordered by the Bankruptcy Court, each Holder of a Claim shall be deemed to have waived all contractual, legal, and equitable subordination rights that they may have, whether arising under general principles of equitable subordination, section 510(c) of the Bankruptcy Code or otherwise, with respect to any and all distributions to be made under the Plan and the Confirmation Order, and all such contractual, legal, or equitable subordination rights that each holder of a Claim has individually and collectively with respect to any such distribution made pursuant to the Plan and the Confirmation Order shall be discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined.

ARTICLE VII
PROCEDURES FOR RESOLUTION OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS

7.1 Objections to Claims; Prosecution of Disputed Claims.

(a) After the Effective Date (and as otherwise provided in the Plan), the Liquidating Trustee shall object (and shall take over, and continue prosecuting, any outstanding claims objections initiated by Debtor or Committee) to the allowance of any Disputed Claims as the Liquidating Trustee determines is reasonable, even if such claims were scheduled by Debtor as undisputed, liquidated and non-contingent. All objections shall be pursued to settlement or to Final Order; *provided, however,* that no Bankruptcy Court approval shall be required in order for the Liquidating Trustee to settle, withdraw and/or compromise any Claim, objection to Claim, Cause of Action, or right to payment of or against Debtor or its Estate, except for any settlement of a Claim or Cause of Action in which the initial amounts at issue are equal to or greater than $500,000, in which case Bankruptcy Court approval shall be required.

(b) Any objections to Claims shall be resolved or litigated by the Liquidating Trustee, in his sole discretion, subject to consultation with the Advisory Committee with respect to the resolution of a Disputed Claim with a face or scheduled amount in excess of $250,000. The Liquidating Trustee shall have sole and complete discretion to not review and/or object to proofs of Claim, including, without limitation, to not object to claims to the extent the Liquidating Trustee believes that such review and/or objection would be uneconomical.

7.2 Estimation of Claims.

The Liquidating Trustee may at any time request that the Bankruptcy Court estimate any contingent, unliquidated or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether Debtor, Committee, or the Liquidating Trustee previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. Subject to the provisions of section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any contingent or Disputed Claim, the amount so estimated shall constitute the maximum allowable amount of such Claim. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Liquidating Trustee may pursue supplementary proceedings to object to the allowance of such Claim.

The aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

7.3 Payments and Distributions on Disputed Unsecured Claims.

No interest shall be paid on Disputed Claims that later become Allowed Claims or with respect to any Distribution to such Holder. No distribution shall be made with respect to all or any portion of any Claim, a portion of which or all of which is a Disputed Claim, pending the entire resolution thereof.

ARTICLE VIII
LIABILITY AND EXCULPATION PROVISIONS

8.1 Standard of Liability.

In no event shall the Liquidating Trustee or the Liquidating Trust, or their respective Professionals, Non-Professionals, or representatives be held liable for any claim asserted against the Liquidating Trust or Liquidating Trustee, or any of their Professional, Non-Professionals, or representatives. Specifically, the Liquidating Trustee, the Liquidating Trust and their respective Professionals, Non-Professionals, or representatives shall not be liable for any negligence or any error of judgment made in good faith with respect to any action taken or omitted to be taken in good faith, to the fullest extent permitted by law (including applicable rules of professional conduct). Notwithstanding the foregoing, the Liquidating Trust or Liquidating Trustee, or any of their Professionals, Non-Professionals, or representatives may be held liable to the extent that the action taken or omitted to be taken by each of the same or their respective Professionals, Non-Professionals or representatives is determined by a Final Order to be due to their own respective gross negligence, willful misconduct, fraud, or, solely in the case of the Liquidating Trustee, breach of fiduciary duty other than negligence and to be the direct and primary cause of loss, liability, damage, or expense suffered. Any act or omission taken with the approval of the Bankruptcy Court will be conclusively deemed not to constitute gross negligence, willful misconduct or breach of fiduciary duty, unless such Bankruptcy Court approval was obtained as the result of gross negligence, willful misconduct, or fraud.

8.2 Reliance by Liquidating Trustee.

(a) The Liquidating Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, installment, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by him to be genuine and to have been signed or presented by the proper party or parties except as otherwise provided in the Plan or the Confirmation Order.

(b) The Liquidating Trustee shall not be liable for any action reasonably taken or not taken in accordance with the advice of a Professional retained pursuant to Article X; and Persons dealing with the Liquidating Trustee shall look only to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trustee to such Person in carrying out the terms of this Liquidating Trust Agreement, and the Liquidating Trustee shall have no personal obligation to satisfy any such liability, except to the extent that actions taken or not taken after the Effective Date by the Liquidating Trustee are determined by a Final Order to be solely due to the Liquidating Trustee's own gross negligence, willful misconduct, fraud, or solely due to a breach of fiduciary duty, other than negligence.

8.3 Exculpation.

(a) From and after the Effective Date, the Liquidating Trustee and his Professionals, Non-Professionals, and representatives shall be and hereby are exculpated by all Persons, including, without limitation, Holders of Claims, other parties in interest and any Successor Liquidating Trustee, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon said parties pursuant to or in furtherance of this Liquidating Trust Agreement, the Plan, the Confirmation Order, any order of the Bankruptcy Court or applicable law, or otherwise, except only for actions taken or not taken, from and after the Effective Date only to the extent determined by a Final Order to be solely due to their own respective gross negligence, willful misconduct, fraud, or, solely in the case of the Liquidating Trustee, solely due to breach of fiduciary duty other than negligence, and to be the direct and primary cause of loss, liability, damage, or expense suffered; provided that the foregoing exculpations shall to the fullest extent permitted by applicable law.

(b) No Holder of a Claim, other party-in-interest or any Successor Liquidating Trustee will have or be permitted to pursue any claim or cause of action against the Liquidating Trustee or his Professionals, Non-Professionals, or representatives for making payments in accordance with the Plan or the Confirmation Order or for implementing the provisions of the Plan or the Confirmation Order. Any act taken or not taken by the Liquidating Trustee with the approval of the Bankruptcy Court will be conclusively deemed not to constitute gross negligence, willful misconduct, or, solely in the case of the Liquidating Trustee, a breach of fiduciary duty other than negligence, unless such Bankruptcy Court approval was obtained as the result of gross negligence, willful misconduct, or fraud, and to be the direct and primary cause of loss, liability, damage, or expense suffered.

8.4 Indemnification.

The Liquidating Trust shall indemnify, defend, and hold harmless the Liquidating Trustee and his respective Professionals, Non-Professionals, and representatives from and against any and all claims, causes of action, liabilities, obligations, losses, damages, or expenses (including attorneys' fees and expenses) occurring after the Effective Date, other than to the extent determined by a Final Order to be solely due to their own respective gross negligence, willful misconduct, fraud, or breach of fiduciary duty other than negligence, to the fullest extent permitted by applicable law.

ARTICLE IX
ADMINISTRATION

9.1 Books and Records.

The Liquidating Trustee shall maintain, with respect to the Liquidating Trust and the Beneficiaries, books and records relating to the assets and income of the Liquidating Trust and the payment of expenses of and liabilities of, claims against or assumed by, the Liquidating Trust in such detail and for such period of time as the Liquidating Trustee determines, in his sole discretion, may be necessary to make full and proper accounting in respect thereof in order to comply with applicable provisions of law. Except as otherwise provided herein, in the Plan, or in the Confirmation Order, nothing in this Liquidating Trust Agreement requires the Liquidating Trust to file any accounting or seek approval of any court with respect to the administration of the Liquidating Trust, or as a condition for making any payment or distribution out of the Liquidating Trust Assets. Subject to all applicable privileges, the Beneficiaries shall, at their sole cost and expense, have the right, in addition to any other rights they may have pursuant to this Liquidating Trust Agreement, under the Plan and the Confirmation Order, or otherwise, upon fourteen (14) days' prior written notice delivered to the Liquidating Trustee, to request a reasonable inspection (as determined by the Liquidating Trustee) of such books and records, including, but not limited to, those related to Trustee's Expenses, *provided that*, if so requested, such Beneficiary shall (a) have entered into a confidentiality agreement satisfactory in form and substance to the Liquidating Trustee and (b) make such other arrangements as requested by the Liquidating Trustee.

9.3 Compliance with Laws.

Any and all distributions of Liquidating Trust Assets shall comply with all applicable laws and regulations.

ARTICLE X
PROFESSIONALS AND NON-PROFESSIONALS

10.1 Retention of Professionals and Non-Professionals.

(a) The Liquidating Trustee shall have the right to retain his own Professionals without any further approval by the Bankruptcy Court including, without limitation, claims, disbursing and transfer agents, legal counsel, accountants, experts and other agents or advisors as the Liquidating Trustee deems appropriate. Such Professionals shall be compensated in accordance with Section 10.2 hereof. The Professionals so retained may be "interested" as that term is defined in the Bankruptcy Code and may include, without limitation, counsel and financial advisors of any party in Debtor's chapter 11 case.

(b) The Liquidating Trustee shall have the right to retain non-professionals without any further approval by any court or otherwise including, without limitation, employees, independent contractors, or other agents, including agents retained to make Distributions on the Liquidating Trustee's behalf (the "*Non-Professionals*") as the Liquidating Trustee deems appropriate. Such Non-Professionals shall be compensated in accordance with Section 10.2 hereof. The Non-Professionals so retained may be "interested" as that term is defined in the Bankruptcy Code and may include, without limitation, employees, independent contractors, and agents of Debtor or Committee.

(c) The Liquidating Trustee has agreed to retain Tucker Ellis LLP as his counsel. Such retention is made pursuant to this Article without any further approval by any court.

10.2 Compensation of Professionals and Non-Professionals.

Each Professional and Non-Professional retained by the Liquidating Trustee shall submit monthly invoices to the Liquidating Trustee, for their fees and expenses incurred in connection with services requested by, and provided to, the Liquidating Trustee. The Liquidating Trustee is authorized to pay such monthly invoices in the ordinary course without Bankruptcy Court approval, subject only to any reserve set by the Liquidating Trustee in his sole discretion in accordance with this Liquidating Trust Agreement. All travel time of Professionals and Non-Professionals shall be billed at half of their standard hourly rate.

The Liquidating Trustee shall pay all fees and expenses requested in a monthly invoice issued to the Liquidating Trustee and the Advisory Committee within 21 days of receipt, provided, however, that the Liquidating Trustee may withhold payment as to any fees and expenses subject to an objection. To the extent that the Liquidating Trustee or the Advisory Committee identifies an objection to a monthly invoice, he shall provide the affected Professional or Non-Professional with written notice of the objection, setting forth the reasons for the objection and the amounts to which he objects. The Liquidating Trustee, Advisory Committee, and the affected Professional or Non-Professional shall cooperate in good faith to resolve any such objections informally. If, after 30 days of written notice of the objection, the objection has not been consensually resolved, either party may file a motion with the Bankruptcy Court for an adjudication of the objection.

ARTICLE XI
TERMINATION OF LIQUIDATING TRUST

11.1 Termination of Liquidating Trust.

The Liquidating Trustee shall be discharged of his duties, and the Liquidating Trust and the Advisory Committee shall be dissolved and terminated on the date on which both (i) the Liquidating Trust Assets have been liquidated and (ii) all distributions required to be made by the Liquidating Trustee to Beneficiaries under this Agreement have been made.

11.2 Five Year Term.

If, after five (5) years from the Effective Date of the Plan, the dissolution and termination of the Liquidating Trust has not occurred pursuant to Section 11.1, and the Liquidating Trustee determines that the facts and circumstances necessitate an extension of the duration of the Liquidating Trust in order to effectuate its purpose, the Liquidating Trust may be extended for a period of twelve (12) months. The Liquidating Trustee may, upon the expiration of the extended term, seek additional extensions of twelve (12) months if warranted by the facts and circumstances. Any extension of the duration of the Liquidating Trust, as provided for herein, shall be subject to approval by the Bankruptcy Court, provided, however, that prior to requesting such extension, the Liquidating Trustee must retain an opinion of counsel or a favorable ruling from the IRS that any further extension would not adversely affect the status of the Trust as a Grantor Trust for Federal income tax purposes. The Liquidating Trustee shall seek approval of any such extension within sixty (60) days of the expiration of the initial five (5) year term or any extension thereof.

11.3 Diligent Administration.

The Liquidating Trustee shall: (a) not unduly prolong the duration of the Liquidating Trust; (b) at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute Liquidating Trust Assets; (c) effect the distribution of the Liquidating Trust Assets to the Beneficiaries in accordance with the terms hereof; and (d) endeavor to terminate the Liquidating Trust as soon as practicable. Prior to and upon termination of the Liquidating Trust, the Liquidating Trustee shall distribute the Liquidating Trust Assets to the Beneficiaries in accordance with their distribution rights under the Plan and the Confirmation Order, subject to the provisions set forth herein. If any distributions of the Liquidating Trust are not duly claimed, the Liquidating Trustee shall dispose of all such distributions in accordance with the Plan and the Confirmation Order.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Intention of Parties to Establish Grantor Trust.

This Liquidating Trust Agreement is intended to create a grantor trust for United States federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as a grantor trust.

12.2 Preservation of Privilege.

In connection with the rights, Claims, and Causes of Action that constitute the Liquidating Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trust and its representatives, and the Liquidating Trustee is authorized to take all necessary actions to effectuate the transfer of such privileges. The Liquidating Trustee and the Liquidating Trust shall be treated as a successor to Debtor and its Estate and a representative of the Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

12.3 Cooperation.

The Debtor shall provide the Liquidating Trustee with access to or copies of such of its books and records as the Liquidating Trustee shall reasonably require for the purpose of performing his duties and exercising his powers under this Liquidating Trust Agreement, the Plan or the Confirmation Order, including as provided for under the Plan, until such time as the Debtor has dissolved in accordance with the Plan and applicable law. All third parties in possession of Debtor’s books and records shall provide the Liquidating Trustee with similar cooperation, and the Liquidating Trustee shall have the right to seek appropriate relief from the Bankruptcy Court to the extent that a third party unreasonably refuses to cooperate with the Liquidating Trustee’s requests. The Liquidating Trustee shall pay the reasonable out-of-pocket costs and/or expenses of Debtor or any such third parties related to requests for assistance hereunder, including, but not limited to, any fees and expenses of counsel reasonably necessary to fulfill the Liquidating Trustee’s requests to such parties.

12.4 Payment of Statutory Fees.

All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on and after the Effective Date by the Liquidating Trust, to the extent required by law, until the bankruptcy case is closed.

12.5 Implied Authority of Liquidating Trustee.

No person dealing with the Liquidating Trust shall be obligated to inquire into the authority of the Liquidating Trustee in connection with the protection, conservation, or disposition of Liquidating Trust Assets.

12.6 Confidentiality.

The Liquidating Trustee, his employees, any Professionals, and any Non-Professionals hired by such parties (each a "*Confidential Party*" and collectively the "*Confidential Parties*") shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidential Party, of or pertaining to any entity to which any of the Liquidating Trust Assets relates; *provided, however*, that such information may be disclosed if (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by the Confidential Parties, (b) was available to the Confidential Parties on a non-confidential basis prior to its disclosure to the Confidential Parties pursuant to this Agreement, (c) becomes available to the Confidential Parties on a non-confidential basis from a source other than their work in connection with Debtor or the Liquidating Trust, *provided that* the source is not also bound by a confidentiality agreement with Debtor or the Liquidating Trust or (d) such disclosure is required of the Confidential Parties pursuant to legal process including but not limited to subpoena or other court order or other applicable laws or regulations. In the event that any Confidential Party is requested to divulge confidential information pursuant to this subparagraph (d), such Confidential Party shall promptly, in advance of making such disclosure, provide reasonable notice of such required disclosure to the Liquidating Trustee to allow the Liquidating Trustee sufficient time to object to or prevent such disclosure through judicial or other means and shall cooperate reasonably with the Liquidating Trustee in making any such objection, including but not limited to appearing in any judicial or administrative proceeding in support of the Liquidating Trustee's objection to such disclosure.

12.7 Governing Law.

This Liquidating Trust Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to rules governing the conflict of law.

12.8 Jurisdiction.

The Bankruptcy Court shall have exclusive jurisdiction to implement and enforce the terms and provisions of this Agreement.

12.9 Severability.

If any provision of this Liquidating Trust Agreement or the application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Liquidating Trust Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

12.10 Notices.

Except as otherwise provided in the Plan, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered via personal delivery or e-mail to the address as set forth below, or such other addresses as may be filed with the Bankruptcy Court:

Liquidating Trustee:

John B. Pidcock
c/o Oxford Restructuring Advisors
4520 Cooper Road, Suite 203
Cincinnati, OH 45242
Phone: (513) 235-0164
E-mail: jpidcock@oxfordrestructuring.com

with a copy to:

Tucker Ellis LLP
233 S. Wacker Dr., Suite 6950
Chicago, IL 60606
Phone: (312) 624-6300
Attn: Thomas R. Fawkes
thomas.fawkes@tuckerellis.com

Debtor:

RAS Data Services, Inc.
c/o Sandor Jacobson, Chief Restructuring Officer
Plante Moran
10 S. Riverside Plaza, Suite 750
Chicago, IL 60606
Phone: (312) 928-5387
sandor.jacobson@plantemoran.com

with a copy to:

Adelman & Gettleman, Ltd.
53 W. Jackson Blvd., Suite 1050
Chicago, IL 60604
Attn: Adam P. Silverman
asilverman@ag-ltd.com

12.11 Notices if to a Beneficiary.

Except as otherwise provided in the Plan, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended to the name and address set forth on such Beneficiary's proof of claim or such other notice filed with the Bankruptcy Court and the Liquidating Trust, or if none of the above has been filed, to the address set forth in Debtor's Schedules.

12.12 Headings.

The Article headings contained in the Liquidating Trust Agreement are solely for the convenience of reference and shall not affect the meaning or interpretation of this Liquidating Trust Agreement or of any term or provision hereof.

12.13 Amendment or Waiver.

Any substantive provision of this Liquidating Trust Agreement may be materially amended or waived with the approval of the Bankruptcy Court; *provided*, *however*, that no change may be made to this Liquidating Trust Agreement that would adversely affect the federal income tax status of the Liquidating Trust as a "grantor trust" (in accordance with Section 1.1 hereof), if applicable. Technical or non-material amendments to or waivers of portions of this Liquidating Trust Agreement may be made as necessary, to clarify this Liquidating Trust Agreement or to enable the Liquidating Trust to effectuate the terms of this Liquidating Trust Agreement, with the consent of the Liquidating Trustee. Notwithstanding this Section 12.13, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Liquidating Trust to liquidate in a reasonable and orderly manner the Liquidating Trust Assets in accordance with Treasury Regulations Section 301.7701-4(d) and the Plan.

12.14 Savings Clause.

If any clause or provision of this Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court, such invalidity or unenforceability shall not affect any other clause or provision hereof, but this Agreement shall be construed, insofar as reasonable to effectuate the purpose hereof, as if such invalid or unenforceable provision had never been contained herein.

12.15 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all together shall constitute one agreement.

12.16 Waiver.

No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

12.17 Entire Agreement.

This Liquidating Trust Agreement and the Plan, as approved by the Confirmation Order, constitute the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations with respect to the subject matter hereof except as set forth herein or therein. This Liquidating Trust Agreement, together with the Plan and Confirmation Order, supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to such subject matter. Except as otherwise authorized by the Bankruptcy Court or specifically provided in this Liquidating Trust Agreement or in the Plan, nothing in this Liquidating Trust Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto, the Advisory Committee, and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

12.18 Relationship to the Plan.

The principal purpose of this Liquidating Trust Agreement is to aid in the implementation of the Plan, and therefore the Plan is hereby incorporated into this Liquidating Trust Agreement. To that end, the Liquidating Trustee shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and the Confirmation Order, and to seek any orders from the Bankruptcy Court in furtherance of implementation of the Plan and this Agreement. If any provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control.

12.19 Effective Date.

This Liquidating Trust Agreement shall become effective as of the Plan Effective Date.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Liquidating Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

LIQUIDATING TRUSTEE

By:____________________________

Name: _________________________

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF RAS DATA SERVICES, INC.

By:____________________________

Name: Umesh Choksi

Its: Chairperson

RAS DATA SERVICES, INC.

By:_____________________________

Name: Sandor Jacobson

Its: Chief Restructuring Officer