

EXHIBIT 1

LIQUIDATING TRUST AGREEMENT
FOR THE LIQUIDATING TRUST OF AIRFASTTICKETS, INC.

This Liquidating Trust Agreement (the “Agreement”) dated _____, 2016 and executed by and among _____, as the liquidating trustee (the “Liquidating Trustee”) and Adam Meislik, as the receiver duly appointed by the Court of Chancery of the State of Delaware under Order dated July 21, 2015 of Airfasttickets, Inc., the debtor and debtor in possession (the “Debtor”), in that certain chapter 11 bankruptcy case, Case No. 15-11951 (SHL), (the “Bankruptcy Case”) pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) in connection with the *Debtor’s Chapter 11 Plan of Liquidation* (as amended, modified, or supplemented, the “Plan”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

RECITALS

WHEREAS, on July 27, 2015 (the “Petition Date”) and involuntary petition under chapter 7 of the Bankruptcy Code was filed against the Debtor in the Bankruptcy Court;

WHEREAS, on October 27, 2015 (the “Order for Relief Date”), the Bankruptcy Court entered its Order for Relief thereby converting the Debtor’s chapter 7 case to a chapter 11 case;

WHEREAS, the Debtor filed its Plan [Doc. No. ____] with the Bankruptcy Court;

WHEREAS, the Plan provides, among other things, for the establishment of a liquidating trust (the “Liquidating Trust”) for the benefit of its Beneficiaries (defined below) and for the appointment of the Liquidating Trustee as the trustee and manager of the Liquidating Trust. The Plan provides for the creation of this Liquidating Trust to administer those Liquidating Trust Assets (as defined in the Plan) distributed and transferred to, and that have vested in, the Liquidating Trust for the benefit of the holders of Allowed Claims, including, without limitation, Cash, Causes of Action, and Avoidance Actions. In accordance with the Plan, after the Effective Date, the Liquidating Trustee shall have exclusive control over all Liquidating Trust Assets.

WHEREAS, the Liquidating Trustee has agreed to act as trustee under this Liquidating Trust Agreement;

WHEREAS, the Liquidating Trust is established for the sole purpose of administering Liquidating Trust Assets and implementing the Liquidating Trust Functions (defined below), in accordance with Treasury Regulations Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business;

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is treated as “grantor trust” for federal and applicable state income tax purposes;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, pursuant to the Plan, the parties do hereby covenant and agree as follows:

ARTICLE I

Definitions; Interpretive Rules.

1.1 Terms Defined in Plan. Any capitalized term used and not defined herein shall have the meaning assigned to it in the Plan.

1.2 Interpretive Rules. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to “Articles”, “Sections”, and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, and other subdivisions of this Agreement; (b) the use of the term “including” means “including but not limited to”; and (c) the words “herein”, “hereof”, “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive. Wherever the conjunctive (e.g., “and”) is used herein, it shall also be read as if phrased in the disjunctive (e.g., “or”), and vice versa.

ARTICLE II

Establishment of the Liquidating Trust, Appointment of the Liquidating Trustee

2.1 Creation and Name. This Agreement hereby creates the Liquidating Trust, which shall be known as the “Liquidating Trust of Airfasttickets, Inc.” and is the same Liquidating Trust referred to as the Liquidating Trust under the Plan. Pursuant to the Plan, the parties hereby establish the Liquidating Trust, effective as of the Effective Date. _____ is hereby appointed as the Liquidating Trustee, effective as of the Effective Date, and hereby accepts such appointment. On the Effective Date, the Liquidating Trust will become effective, in order to carry out the Liquidating Trust Functions (defined below). On the Effective Date or as soon thereafter as practicable, pursuant to the Plan and Sections 1123, 1141, and 1146(a) of the Bankruptcy Code, the Debtor and the Estate, as the case may be, will transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, all of the Debtor’s and Estate’s right, title, and interest in and to the Liquidating Trust Assets free and clear of all Liens, Claims, encumbrances, or interests of any kind in such property, except as otherwise provided for in the Plan. On the Effective Date, and automatically and without further action, the Liquidating Trustee will have full power and authority as the trustee of the Liquidating Trust in accordance with the Plan and this Agreement. On and after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust, will take any and all actions as he believes may be necessary, desirable, or appropriate with respect to the Liquidating Trust, subject to the terms of the Plan and this Agreement. The Liquidating Trust is organized and established as a trust for the benefit of the Beneficiaries and is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) (pursuant to the guidance set forth in IRS Revenue Procedure 94-45, 1994-2 C.B. 684) for the benefit of the Litigation Trust Beneficiaries, and this Litigation Trust is authorized to establish one or more disputed ownership funds within the meaning of Treasury Regulation Section 1.468B-9(b)(1).

The Liquidating Trust will not be deemed a successor-in-interest of the Estate for any purpose other than as specifically set forth in the Plan and this Agreement. This Agreement and the Liquidating Trust created pursuant to the Plan and this Agreement are hereby declared to be irrevocable and the Debtor shall not have any right at any time to withdraw any of the property held hereunder or to revoke, annul, or cancel the Liquidating Trust in whole or in part, or to alter, amend, or modify this Agreement in any respect. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order and Plan, in that order, shall govern

2.2 Vesting of Estate Assets, Free and Clear of Liens. Upon the Effective Date, the Liquidating Trust will be vested with all right, title, and interest in the Liquidating Trust Assets, and such property will become the property of the Liquidating Trust free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as otherwise provided for in the Plan.

ARTICLE III

Liquidating Trust, Purpose, Administration

3.1 Purpose of the Liquidating Trust. The Liquidating Trust shall be established for the purpose of carrying out the Liquidating Trust Functions and liquidating, distributing, and resolving claims to the Liquidating Trust Assets, in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Liquidating Trustee shall, in an expeditious but orderly manner, carry out the Liquidating Trust Functions, liquidate and convert the Liquidating Trust Assets to Cash, make timely Distributions, and not unduly prolong the duration of the Liquidating Trust.

3.2 Governance of the Liquidating Trust. The Liquidating Trust will be administered and controlled by the Liquidating Trustee.

3.3 Purpose of this Agreement and Liquidating Trust Functions. The parties hereby enter into this Agreement for the purposes of establishing the Liquidating Trust contemplated by the Plan and authorizing the Liquidating Trustee to, among other things, implement and carry out the Liquidating Trust functions as follows: (a) establishing reserves and investing Cash; (b) selling or otherwise liquidating non-Cash assets of the Liquidating Trust; (c) retaining and paying professionals as necessary to carry out the purposes of the Liquidating Trust, without need of further Court approval or notice; (d) preparing and filing tax returns for the Liquidating Trust; (e) the maintenance of books and records, including preparing and filing reports and other documents necessary to conclude and close the Chapter 11 Case; (f) objecting to, reconciling, seeking to subordinate or recharacterize, resolving, compromising, or settling any or all Claims, including Disputed Claims, and administering Distributions on account of Allowed Claims; (g) marshalling, liquidating, and distributing the Litigation Trust Assets in an expeditious but orderly manner; (h) investigating, evaluating, filing, litigating, prosecuting, settling, or otherwise pursuing any Causes of Action (including, without limitation, Avoidance Actions); (i) abandoning Liquidating Trust Assets that cannot be sold or distributed economically; (j) making interim and final Distributions of Liquidating Trust Assets (after

payment of or reserve for all Liquidating Trust expenses) to the Liquidating Trust Beneficiaries pursuant to this Agreement; (k) winding up the affairs of the Liquidating Trust and dissolving it under applicable law; (l) destroying records; and (m) such other responsibilities as may be vested in the Liquidating Trustee pursuant to the Plan, this Agreement or Bankruptcy Court order or as may be necessary and proper to carry out the provisions of the Plan (collectively "Liquidating Trust Functions").

3.4 Administration of the Liquidating Trust Assets. From and after the Effective Date, the Liquidating Trustee shall take all steps necessary to liquidate all Liquidating Trust Assets and distribute the proceeds in accordance with the Plan, Confirmation Order, and this Agreement, including selling, leasing, prosecuting, litigating, settling or otherwise liquidating and reducing the Liquidating Trust Assets to Cash, or abandoning the Liquidating Trust Assets on such terms and for such consideration as he deems to be reasonable and in the best interests of the Beneficiaries.

3.5 Authority of the Liquidating Trustee. The Liquidating Trustee will serve as a fiduciary to the Beneficiaries of the Liquidating Trust and will be empowered to implement the Liquidating Trust Functions, effect all actions, execute and deliver all agreements, instruments, and other documents, make the distributions contemplated, and perform all of the obligations and agreements of the Liquidating Trust and/or of the Liquidating Trustee necessary to implement the provisions of the Plan and this Agreement (to the extent applicable) and otherwise in furtherance of the purposes of the Liquidating Trust. The Liquidating Trustee shall have absolute discretion to pursue or not to pursue any Causes of Action as it determines is in the best interests of the Liquidating Trust's Beneficiaries and consistent with the purposes of the Liquidating Trust, and shall have no liability for the outcome of his decision, other than those decisions that constitute bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice, as determined by a Final Order entered by a court of competent jurisdiction.

3.6 Expenses of the Liquidating Trust. The Liquidating Trust Assets will be used to pay all liabilities, costs, and expenses of the Liquidating Trust, including compensation then due and payable to the Liquidating Trustee, his agents, representatives, professionals, and employees and all costs, expenses, and liabilities incurred by the Liquidating Trustee in connection with the performance of his duties. The reasonable fees and expenses of the Liquidating Trustee and his counsel and agents will be paid from the Liquidating Trust Assets, without need of Bankruptcy Court approval, subject to the terms set forth in herein.

3.7 Tax Treatment of Liquidating Trust. For United States federal and applicable state income tax purposes, the transfer of the Liquidating Trust Assets to the Liquidating Trust pursuant to and in accordance with the Plan shall be treated as a disposition of such assets directly to and for the benefit of the Beneficiaries. The Beneficiaries will be treated as the grantors and owners of the Liquidating Trust. All earnings of the Liquidating Trust shall be currently taxable to the Beneficiaries in the year in which such earnings are realized, including earnings retained in any established reserves, in accordance with their respective rights to such earnings. The Liquidating Trust is intended to qualify as a liquidating trust that is treated

as a “grantor trust” for federal income tax purposes, and the Liquidating Trustee shall use his best efforts to operate and maintain the Liquidating Trust in compliance with Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Sections 1.671-4(a) and 301.7701-4(d) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service.

3.8 Incorporation of Plan. The Plan, as confirmed by the Confirmation Order, is hereby incorporated into this Agreement and made a part hereof by this reference.

ARTICLE IV

Debtor; Corporate Action; Winding-Up of Affairs

4.1 Dissolution of the Debtor. On the Effective Date and upon (i) the Debtor, or such entity designated by the Debtor, making the Effective Date Distributions, (ii) the Debtor causing the Liquidating Trust Assets to be transferred to the Liquidating Trust in accordance the Plan and this Agreement, and (iii) the Debtor’s material completion of all other duties and functions set forth in the Plan as soon as practicable after the Effective Date, Adam Meislik, as the receiver duly appointed by the Court of Chancery of the State of Delaware under Order dated July 21, 2015 of the Debtor (the “Receiver”), and the members of the board of directors or managers, as the case may be, of the Debtor shall be deemed to have resigned.

4.2 The Debtor through the Receiver shall, pursuant to § 505(b) of the Bankruptcy Code, have the right to request an expedited determination of any unpaid liability of the Debtor’s Estate for any tax incurred during the administration of the Chapter 11 Case. As of the Effective Date, the Receiver will be responsible for preparing and filing any tax forms or returns on behalf of the Debtor’s Estate; provided, however, that the Receiver shall not be responsible for preparing or filing any tax forms for Existing Equity Holders (as Existing Equity Interests are canceled under the Plan), but shall provide Existing Equity Holders with any information reasonably requested in writing and required to prepare such forms.

4.3 Upon completion of the Debtor’s final tax return by the Receiver and the entry of a final decree closing the Chapter 11 Case, the Debtor shall be deemed dissolved for all purposes in accordance with applicable state law.

ARTICLE V

The Liquidating Trust Advisory Board

Pursuant to the terms of the Plan, on the Effective Date, a Liquidating Trust Advisory Board shall be formed and shall initially consist of Edgar Park, Jeff Golden, and the Liquidating Trustee (with the Liquidating Trustee only entitled to vote in the event of a tie) subject to replacement as set forth herein. The Liquidating Trust Advisory Board shall have the duty, but not obligation, to take actions in accordance with the provisions of this Plan and in furtherance of the execution of the Plan. Additionally, the Liquidating Trust Advisory Board shall have the following rights and duties:

- a) to approve any release or indemnity in favor of any third-party granted or agreed to by the Liquidating Trustee;
- b) to authorize the Liquidating Trustee to commence any Cause of Action or Avoidance Action in which the Liquidating Trustee seeks to recover in excess of One Hundred Thousand Dollars (\$100,000);
- c) to approve any settlement of any Cause of Action or Avoidance Action in excess of Seventy-Five Thousand Dollars (\$75,000);
- d) to approve the allowance of Disputed Claims by the Liquidating Trustee in excess of Seventy-Five Thousand Dollars (\$75,000);
- e) to approve the sale of any Assets by the Liquidating Trustee with value in excess of Fifty Thousand Dollars (\$50,000);
- f) to review all financial information relating to the Liquidating Trust and the Estate, which shall be promptly provided by the Liquidating Trustee upon request by the Liquidating Trust Advisory Board;
- g) to monitor Distributions to Creditors and Beneficiaries;
- h) to take such other actions as it deems necessary and appropriate with respect to the implementation of the Plan;
- i) to approve the Liquidating Trustee's retention of professionals;
- j) to remove the Liquidating Trustee in accordance with the procedures in the Liquidating Trust Agreement; and
- k) to approve the Liquidating Trust Budget.

The Liquidating Trust Advisory Board will be entitled to vote on, and the Liquidating Trustee is required to procure the approval of a majority of the members of the Liquidating Trust Advisory Board, on all of the foregoing matters. Members of the Liquidating Trust Advisory Board can vote on any of the following foregoing matters in which they do not have a direct pecuniary interest: the commencement or settlement of any litigation, including objections to claims or Avoidance Actions where the amount at issue is greater than \$75,000. Further, in the case of a tie among members of the Liquidating Trust Advisory Board eligible to vote on any issue, the Liquidating Trustee shall cast the deciding vote.

The Liquidating Trustee shall serve at the direction of the Liquidating Trust Advisory Board, provided, however, that the Liquidating Trust Advisory Board may not direct the Liquidating Trustee or the members of the Liquidating Trust Advisory Board to act in a manner inconsistent with their duties under the Liquidating Trust Agreement and the Plan. The Liquidating Trust Advisory Board may terminate the Liquidating Trustee at any time in accordance with the provisions of this Liquidating Trust Agreement or upon the determination of the Bankruptcy Court on a motion for good cause shown.

The Liquidating Trustee shall consult regularly with the Liquidating Trust Advisory Board, but in no event less than on a quarterly basis, when carrying out the purpose and intent of the Liquidating Trust. The Liquidating Trust Advisory Board shall be entitled to monitor the status and progress made by the Liquidating Trustee. The Liquidating Trust Advisory Board may meet and/or consult periodically with the Liquidating Trustee and keep itself apprised of the affairs of the Liquidating Trust.

In the event of a vacancy of a member, the other member(s) of the Liquidating Trust Advisory Board, in consultation with the Liquidating Trustee, shall have the authority to fill such vacancy. In the event any position is vacant for more than thirty (30) days, the Liquidating Trustee shall have the authority, without need of notice to the remaining members of the Liquidating Trust Advisory Board, to fill such vacancy at his or her sole discretion.

The members of the Liquidating Trust Advisory Board shall be deemed to be third-party beneficiaries of this Agreement.

Notwithstanding anything herein or in the Plan, nothing shall prevent the Liquidating Trustee from taking, or failing to take, any action that, based upon the advice of counsel, it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the Liquidating Trustee owes to the Beneficiaries or any other person, including actions contrary to, or in the absence of, instruction by the Liquidating Trust Advisory Board.

ARTICLE VI

Duties, Rights, and Powers of Liquidating Trustee

6.1 Status of the Liquidating Trustee. The Liquidating Trustee, acting on behalf of the Liquidating Trust, shall be the “representative of the estate” as that phrase is used in Section 1123(b)(3)(B) of the Bankruptcy Code with respect to the rights and powers granted in this Agreement, the Plan, and Confirmation Order. Except as otherwise set forth in the Plan and Confirmation Order, the Liquidating Trust shall be the successor-in-interest to the Debtor with respect to all Liquidating Trust Assets, including all Causes of Action that were or could have been commenced by the Debtor or the Estate before the Effective Date and shall be deemed substituted for the Debtor, the Estate, or the Receiver, as the case may be, as the party in such action. All Causes of Action, Claims, rights, or interests constituting Liquidating Trust Assets are preserved and retained and may be enforced by the Liquidating Trust as the representative of the Debtor and/or the Estate pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code. The Liquidating Trust shall be a party in interest as to all matters over which the Bankruptcy Court has jurisdiction and shall be the only party to have standing to file, prosecute, settle, or compromise all Liquidating Trust Assets, including all Causes of Action. Further, for the avoidance of any doubt, the Liquidating Trustee may bring, assert, pursue or settle Causes of Action under any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies, as insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators or similar officials, as those terms are used in the policies of the Debtor.

6.2 Duties of the Liquidating Trustee. The Liquidating Trustee shall have the exclusive right and duty to administer and liquidate the Liquidating Trust Assets, file, prosecute, litigate, compromise, settle, and abandon Causes of Action assigned and delivered to the Liquidating Trust, pursue and, subject to Section 7.4 hereof, oversee the objections to and resolution of Claims and related processes, collect all income, make Distributions to the Beneficiaries from the Liquidating Trust Assets, and make payments to other parties, all as provided in this Agreement, the Plan, and the Confirmation Order.

6.3 Standard of Care. The Liquidating Trustee shall exercise his rights and powers vested in him by this Agreement and use reasonable business judgment in his exercise of his duties. Subject to applicable law, the Liquidating Trustee shall not be liable to the Liquidating Trust or any Beneficiary for any act he may do or omit to do as a Liquidating Trustee while acting in good faith and in the exercise of his reasonable business judgment. The foregoing limitation on liability will apply equally to the agents, professionals, accountants, attorneys, and/or employees of the Liquidating Trustee acting on behalf of the Liquidating Trustee in the fulfillment of the Liquidating Trustee's duties hereunder.

6.4 Bond. The Liquidating Trustee shall not be required to post a bond.

6.5 Liquidating Trustee's Rights and Powers. Subject to Section 12.6 herein, the Liquidating Trustee shall act on behalf of the Liquidating Trust and, except as otherwise provided for under the Plan and this Agreement, shall be vested with all rights, powers, privileges, and benefits afforded to the Debtor's Estate and/or a "trustee" under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, the attorney-client and work product privilege, and shall be vested with any such rights, powers, privileges, and benefits of the Debtor and its Estate, including the right to assert the attorney-client privilege or any other privilege of and on behalf of the Debtor and the Estate, and the right to enforce contracts and assert claims, defenses, offsets, and privileges. The Liquidating Trustee shall have all the powers and authority set forth in this Agreement, the Plan, and the Confirmation Order that are necessary to effect the disposition, orderly liquidation, and/or distribution of all Liquidating Trust Assets and proceeds thereof. As of the Effective Date, the rights and powers of the Liquidating Trustee shall include, without further Bankruptcy Court approval, but subject to the limitations set forth in the Plan or the Confirmation Order, the rights and powers to:

(a) Liquidate or otherwise reduce to Cash the Liquidating Trust Assets in accordance with the Plan and this Agreement;

(b) resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom;

(c) Settle, resolve, and object to Claims, and assert, file, prosecute, compromise and settle Causes of Action assigned and delivered to the Liquidating Trust, whether or not the Causes of Action or objections to Claims have been commenced before the Effective Date, and the Liquidating Trustee shall be substituted as the real party in interest in any such action or objection by or against the Debtor, the Estate, or the Receiver, as the case may be;

(d) assert, file, prosecute, compromise and settle any and all adversary proceedings, contested matters, applications, motions (including motions under Bankruptcy Rule 2004), or litigation matters that may be pending on the Effective Date or that, under the Plan, may be commenced after the Effective Date;

(e) Make the payments provided for in the Plan and Section 7.1 hereof, including Distributions to the Liquidating Trust's Beneficiaries;

(f) Determine, satisfy, object to, seek to allow, disallow, subordinate, recharacterize, determine, liquidate, classify, estimate, compromise, settle, or establish the priority, or secured or unsecured status, of any Claim, including Disputed Claims and any liabilities created, incurred, or assumed by the Liquidating Trust, in whole or in part;

(g) Invest the Liquidating Trust Assets as set forth herein;

(h) Establish, maintain, and administer any reserve as necessary and appropriate under the Plan, including a reserve for payment of the expenses of the Liquidating Trust;

(i) Maintain and administer the Cash in the Liquidating Trust;

(j) Pay and satisfy from the Liquidating Trust Assets all Allowed Claims and Liquidating Trust expenses, including professional fees and expenses, and all fees due pursuant to Section 1930 of Chapter 123 of Title 28 of the United States Code until such time as the Bankruptcy Court enters a final decree closing the Chapter 11 Case;

(k) Enforce, carry out, and comply with the terms of the Plan, Confirmation Order, and this Agreement;

(l) Enforce, carry out and perform the Liquidating Trustee's duties and Liquidating Trust Functions under this Agreement and the Plan;

(m) Sell at public or private sale, or exchange, transfer, or convey, on such terms and conditions, and at such time or times as the Liquidating Trustee shall determine, any or all of the Liquidating Trust Assets; and to that end, grant options, make contracts, retain brokers, and sign, seal, acknowledge, and deliver any and all proper deeds, or other instruments of conveyance or transfer thereof; and delegate to an attorney-in-fact the power to execute all documents necessary to accomplish a sale, lease, transfer, or exchange of such property;

(n) Obtain and maintain such space, facilities, equipment, supplies and personnel as shall be reasonably necessary for the performance of the Liquidating Trustee's duties hereunder and under the Plan and Confirmation Order;

(o) Retain and employ counsel or special counsel, financial advisors, accountants, and other professionals and individuals in connection with the administration of the Liquidating Trust or the liquidation of the Liquidating Trust Assets, and pay all reasonable and necessary costs of any litigation directly or indirectly involving the Debtor, the Estate, the Liquidating Trust, or the Liquidating Trust Assets;

(p) Prepare and deliver written statements or notices, quarterly or otherwise, required by law or by the terms of this Agreement to be delivered to Beneficiaries;

(q) When all Disputed Claims filed against the Debtor have become Allowed Claims or have been disallowed by Final Order, and all of the Liquidating Trust Assets have been liquidated and distributed in accordance with the Plan and this Agreement, seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules;

(r) If at any time the Liquidating Trustee determines, in reliance upon such professionals as the Liquidating Trustee may retain, that the expense of administering the Liquidating Trust so as to make a final distribution to the Beneficiaries is likely to exceed the value of the assets remaining in the Liquidating Trust, the Liquidating Trustee shall apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to close the Chapter 11 Case, (ii) donate the balance to a charitable organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code that is unrelated to the Liquidating Trust and the Liquidating Trustee, and (iii) close the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules;

(s) Hold legal title to any and all rights of the Beneficiaries in or arising from the Liquidating Trust or Liquidating Trust Assets;

(t) Execute and file any and all documents, regulatory filings and transfer applications and take any and all other actions related to, or in connection with, the liquidation of the Liquidating Trust, the exercise of the Liquidating Trustee's powers granted herein and the enforcement of any and all instruments, contracts, agreements, Claims, or Causes of Action relating to the Liquidating Trust or the Liquidating Trust Assets;

(u) Open and maintain bank accounts and deposit funds, draw checks and make disbursements in accordance with this Agreement and the Plan;

(v) If necessary, prepare and file, or have prepared and filed, any and all tax and information returns with respect to the Liquidating Trust treating the Liquidating Trust as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations and pay taxes properly payable by the Liquidating Trust, if any, and make distributions to Beneficiaries net of any such taxes;

(w) In the event the Liquidating Trustee determines that any of the Beneficiaries of the Liquidating Trust may, will or has become subject to adverse tax consequences, take such actions that in his reasonable discretion will, or are intended to, alleviate such adverse tax consequences, such as dividing the Liquidating Trust Assets into several trusts or other structures and/or paying certain Beneficiaries in a manner different than that originally contemplated hereunder (but not otherwise inconsistent with the provisions of this Agreement or the Plan), provided, however, the Liquidating Trustee shall be under no obligation to take any such actions;

(x) Withhold from the amount allocable, payable or distributable to any Entity such amount as may be sufficient or required to pay any tax or other charge which the

Liquidating Trust has determined, in his reasonable discretion, is required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof, and to pay or deposit such withheld tax with the appropriate governmental authority. In the exercise of his discretion and judgment, the Liquidating Trustee may enter into agreements with taxing or other governmental authorities for the payment of such amounts as may be withheld in accordance with the provisions hereof;

(y) Seek any relief from or resolution of any disputes concerning the Plan, the Liquidating Trust, or the Liquidating Trust Assets by the Bankruptcy Court or any other court of competent jurisdiction;

(z) Appear and participate in any proceeding before the Bankruptcy Court or any other court of competent jurisdiction with respect to any matter regarding or relating to this Agreement, the Plan, Confirmation Order, Liquidating Trust, or the Liquidating Trust Assets;

(aa) Review and object to professional fee claims; and

(bb) Take such other actions as shall be necessary to implement the Plan, Confirmation Order, and the terms of this Agreement, wind down the affairs of the Liquidating Trust and effect the closing of the Chapter 11 Case, carry out the Liquidating Trust Functions and related obligations, exercise the Liquidating Trustee's rights and the Liquidating Trust's rights in accordance with and subject to the Plan and Confirmation Order, and perform all of the duties, responsibilities, and obligations as set forth in this Agreement.

6.6 Limitations on Liquidating Trustee. For U.S. federal income tax purposes, the Liquidating Trustee shall not be authorized to engage in any trade or business with respect to the Liquidating Trust Assets or any proceeds therefrom except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidating Trustee shall take such actions consistent with the prompt orderly liquidation of the Liquidating Trust Assets as required by applicable law and consistent with the treatment of the Liquidating Trust as a liquidating trust under Treasury Regulations Section 301.7701-4(d), to the extent such actions are permitted by this Agreement. The Liquidating Trustee shall, on behalf of the Liquidating Trust, hold the Liquidating Trust out as a trust in the process of liquidation and not as an investment company. The Liquidating Trustee shall not become a market-maker for the Beneficial Interests (defined below) or otherwise attempt to create a secondary market for the Beneficial Interests. The Liquidating Trustee shall be restricted to the liquidation of the Liquidating Trust Assets on behalf, and for the benefit, of the holders of Allowed Claims and the distribution and application of Liquidating Trust Assets for the purposes set forth in, and the conservation and protection of the Liquidating Trust Assets and the administration thereof in accordance with, the provisions of this Agreement, the Plan, and the Confirmation Order.

6.7 Estimation of Claims. The Liquidating Trustee, may (but is not required to) at any time request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code for any reason, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will 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 such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. 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 Liquidating Trustee, is further authorized to file a Proof of Claim or Interest as provided under Section 501(c) of the Bankruptcy Code.

6.8 Limitations on the Liquidating Trustee's Liabilities. The Liquidating Trustee, or any of his respective professionals, including attorneys, accountants, financial advisors, and legal advisors, shall not be responsible and shall not have any liability whatsoever to any person for any loss or liability the Debtor, the Estate, or the Liquidating Trust may sustain or incur, except as otherwise provided in this Agreement.

6.9 Selection of Agents. The Liquidating Trustee may select, retain and employ, and determine compensation for, any professionals, including accountants, financial advisors, legal advisors, brokers, consultants, custodians, investment advisors, asset services, auditors, and other agents, as the Liquidating Trustee deems necessary (collectively, the "Trustee Professionals") to assist in carrying out the Liquidating Trustee's duties, with the reasonable fees and expenses of such professionals to be paid by the Liquidating Trust. Subject to the Plan and this Agreement, the Liquidating Trustee may pay the salaries, fees, and expenses of such Entities out of the Liquidating Trust Assets. The Liquidating Trustee shall not be liable for any loss to the Debtor, the Estate, or the Liquidating Trust or any person interested therein, including Beneficiaries, by reason of any mistake or default of any such agent or consultant.

6.10 Signature. As of the Effective Date of the Plan, the Liquidating Trustee shall have the signature power and authority on behalf of the Liquidating Trust to (a) open and close accounts with any banking, financial or investment institution; (b) make deposits and withdrawals of cash and other property into or from any such account; (c) make or endorse checks with respect to any such account; and (d) effectuate purchases and sales of securities and give security purchase and sale orders to brokers or any other third parties, and the exercise of such power and authority shall be deemed to be authorized by and to represent the decision of the Liquidating Trustee then entitled to make such decision.

6.11 Maintenance of Register. The Liquidating Trustee shall at all times maintain or cause to be maintained a register of the Claims and the Liquidating Trust's Beneficiaries, which shall include the names and addresses of each Beneficiary, the amount of each Beneficiary's Allowed Claim(s), and the amounts paid to each Beneficiary by the Liquidating Trust.

6.12 Liability of Liquidating Trustee.

(a) Liability; Indemnification. The Liquidating Trustee, the Trustee Professionals, and the Liquidating Trustee's agents and servants, shall not in any way be liable for any acts or omissions to act except by reason of their bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an

attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice, as determined by a Final Order entered by a court of competent jurisdiction, in the performance of their duties under the Plan, Confirmation Order, or this Agreement. The Liquidating Trust shall indemnify the Liquidating Trustee, the Trustee Professionals, and the Liquidating Trustee's agents and servants and hold them harmless from and against any and all liabilities, expenses, claims, damages, and losses incurred by them as a direct result of actions taken or omissions to act by them in such capacity or otherwise related to this Agreement or the Liquidating Trust. The Liquidating Trust shall indemnify and hold harmless any Entity who was, or is, a party, or is threatened to be made a party, to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Entity is or was the Liquidating Trustee, a Trustee Professional, or the Liquidating Trustee's agent or servant, against all costs, expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Entity in connection with such action, suit or proceeding, or the defense or settlement of any claim, issue or matter therein, to the fullest extent permitted by applicable law, unless such costs and expenses, judgments, fines or amounts paid in settlement are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Entity's bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice in the performance of their duties under the Plan, Confirmation Order, or this Agreement. Costs or expenses incurred by any Entity entitled to the benefit of the provisions of this Section 6.12 in defending any such action, suit, or proceeding may be paid by the Liquidating Trust in advance of the institution or final disposition of such action, suit or proceeding, if authorized by the Liquidating Trustee, subject to providing an undertaking to repay all such advanced amounts if it is subsequently determined that such Entity is not entitled to indemnification under this Section. Any dispute regarding such indemnification of the Liquidating Trustee shall be resolved only by the Bankruptcy Court, which shall retain jurisdiction over matters relating to the indemnification provided under this Section. The Liquidating Trustee may in his discretion purchase and maintain insurance on behalf of any Entity who is or was a beneficiary of this provision. Promptly after receipt by an indemnified party or parties (the "Indemnified Party") of notice of any claim, or notice of commencement of any action, suit, or proceeding by an Entity other than the Liquidating Trustee, in respect of which the Indemnified Party may seek indemnification from the Liquidating Trust pursuant to this Section, the Indemnified Party, if not the Liquidating Trustee, shall notify the Liquidating Trustee of such claim, action, suit or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Liquidating Trustee. If the Indemnified Party is the Liquidating Trustee, the Liquidating Trustee shall notify the Bankruptcy Court of such claim, action, suit, or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Bankruptcy Court. The Liquidating Trustee shall, if it so elects, have sole control at the expense of the Liquidating Trust over the contest, settlement, adjustment, or compromise of any claim, action, suit, or proceeding in respect of which this Section requires that the Liquidating Trust indemnify the Indemnified Party. If the Liquidating Trustee is the Indemnified Party, he shall obtain the written approval of Bankruptcy Court before settling, adjusting, or compromising any claim, action suit, or proceeding in respect of which this Section requires that the Liquidating Trust indemnify the Indemnified Party. The Indemnified Party shall cooperate with the

reasonable requests of the Liquidating Trustee in connection with such contest, settlement, adjustment, or compromises, provided that (i) the Indemnified Party may, if it so elects, employ counsel at its own expense to assist in (but not control) the handling of such claim, action, suit, or proceeding, (ii) the Liquidating Trustee shall obtain the prior written approval of the Indemnified Party before entering into any settlement, adjustment, or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, if pursuant thereto or as a result thereof injunction or other relief would be imposed upon the Indemnified Party, and (iii) the Indemnified Party shall obtain the prior written approval of the Liquidating Trustee, or, if the Liquidating Trustee is the Indemnified Party, the prior written approval of the Bankruptcy Court, before entering into any settlement, adjustment or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, and no such settlement, adjustment, or compromise shall be binding on the Liquidating Trust without such approval.

(b) Exculpation Relating to the Liquidating Trust. No holder of a Claim or Interest or any other party in interest will have, or otherwise pursue, any claim or cause of action against the Liquidating Trustee, the Liquidating Trust or the employees or professionals thereof (solely in the performance of their duties), for making payments and Distributions in accordance with the Plan or for fulfilling any functions incidental to implementing the provisions of the Plan or this Agreement, except for any acts or omissions to act that are the result of bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct, malpractice.

(c) No Liability for Acts of Predecessor. No successor Liquidating Trustee shall be in any way responsible for the acts or omissions of any Liquidating Trustee in office before the date on which such person becomes a Liquidating Trustee, nor shall he be obligated to inquire into the validity or propriety of any such act or omission, unless such successor Liquidating Trustee expressly assumes such responsibility. Any successor Liquidating Trustee shall be entitled to accept as conclusive any final accounting and statement of the Liquidating Trust Assets furnished to such successor Liquidating Trustee by such predecessor Liquidating Trustee and shall further be responsible only for those Liquidating Trust Assets included in such statement.

(d) No Implied Obligations. The Creditor Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, in the Plan and Confirmation Order, and no other or further covenants or obligations shall be implied into this Agreement. The Liquidating Trustee shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations, or warranties herein or in any documents or instrument evidencing or otherwise constituting a part of the Liquidating Trust Assets. The Liquidating Trustee makes no representations as to the value of the Liquidating Trust Assets or any part thereof, nor as to the validity, execution, enforceability, legality, or sufficiency of this Agreement; and the Liquidating Trustee shall incur no liability or responsibility with respect to any such matters.

(e) Reliance by Liquidating Trustee on Documents or Advice of Counsel or Other Entities. Except as otherwise provided herein, the Liquidating Trustee may rely and shall

be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, and other paper or document reasonably believed to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution, or validity thereof. None of the provisions hereof shall require the Liquidating Trustee to expend or risk his own funds or otherwise incur financial liability or expense in the performance of any duties hereunder.

(f) No Personal Obligation for Debtor's Liabilities. Beneficiaries, holders of Claims, holders of Interests, or other persons dealing with the Liquidating Trustee in his capacity as Liquidating Trustee within the scope of this Agreement shall look solely to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trustee to such person in carrying out the terms of this Agreement, and the Liquidating Trustee shall have no personal or individual obligation to satisfy any such liability.

6.13 Establishment of Trust Accounts. The Liquidating Trustee may establish or cause to be established and maintained any accounts needed in connection with the purposes of the Liquidating Trust (the "Trust Account"). Such accounts shall be maintained only at FDIC insured financial institutions and shall bear a designation clearly indicating that the funds deposited therein are held for the benefit of the Liquidating Trust.

6.14 Investment of Cash. Cash in the Trust Account and any other amounts contemplated by this Agreement shall be maintained in United States dollars or shall be invested by the Liquidating Trustee in (i) direct obligations of, or obligations guaranteed by, the United States of America, (ii) obligations of any agency or corporation that is or may hereafter be created by or pursuant to an act of Congress of the United States of America as an agency or instrumentality thereof, or (iii) such other obligations or instruments as may from time to time be permitted under Section 345 of the Bankruptcy Code; provided that the Liquidating Trustee may, to the extent necessary to implement the provisions of the Plan and this Agreement, deposit moneys in demand deposits, time accounts or checking accounts at any banking institution or trust company having combined capital stock and surplus in excess of \$100,000,000 based upon its most recently available audited financial statements, regardless of whether such investments and deposits are insured or as otherwise provided in Section 6.13 above; provided further, that in all cases, investments by the Liquidating Trustee in accordance with this Section 6.14 shall be made only in such investments that a liquidating trust, within the meaning of Treasury Regulations Section 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. Such investments shall mature in such amounts and at such times as the Liquidating Trustee, in his discretion, shall deem appropriate to provide funds when needed to transfer funds in accordance with the Plan and Confirmation Order, make payments to the Trust Accounts or make Distributions in accordance with this Agreement and the Plan and Confirmation Order. The Liquidating Trust may not retain cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the Liquidating Trust Assets in liquidation or maintain or fund on adequate and sufficient reserve.

6.15 Tax Returns. From and after the Effective Date, to the extent required, the Liquidating Trustee shall be responsible for the preparation and filing of any and all federal and state tax returns or other filings as required by law to be filed on behalf of the Liquidating Trust.

Such returns shall be consistent with the treatment of the Liquidating Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations.

6.16 Compensation for Liquidating Trustee. The Liquidating Trustee shall be paid fair and reasonable compensation, in an amount equal to 3% of all gross recoveries of the Liquidating Trust. The Liquidating Trustee shall be entitled to reasonable and actual out-of-pocket expenses, to be paid monthly from the Liquidating Trust Assets, pursuant to Section 6.18 and related provisions of this Agreement.

6.17 Reimbursements. The Liquidating Trustee, any agents or consultants employed pursuant to this Agreement and Trustee Professionals shall be reimbursed from the Liquidating Trust Assets for all reasonable out-of-pocket expenses incurred in the performance of their duties hereunder in addition to any compensation received pursuant to Section 6.18 and related provisions of this Agreement.

6.18 Reimbursement of the Liquidating Trustee's and Trustee Professionals' Fees and Expenses. Pursuant to the terms of the Plan, Confirmation Order, and this Agreement, the Liquidating Trustee may pay from the Liquidating Trust Assets all reasonable fees and expenses incurred in connection with the duties and actions of the Liquidating Trustee, including, but not limited to, fees and expenses of any Trustee Professionals retained under this Agreement and fees and expenses to pay insurance, taxes and other expenses arising in the ordinary course of business in maintaining, liquidating, disposing of, and distributing the Liquidating Trust Assets and compensation to the Liquidating Trustee.

ARTICLE VII

Beneficiaries

7.1 Identification of Beneficiaries. The Liquidating Trust is created for the benefit of the following beneficiaries (the "Beneficiaries"): (a) the initial sole beneficiaries of the Liquidating Trust will be the holders of Allowed Claims in Class 2-A (General Unsecured Claims) and Class 2-B (Insider/Affiliate Unsecured Claims). In the event some or all of Class 2-B claims are subordinated to Class 2-A claims or recharacterized as equity interests, upon payment in full of all Allowed Class 2-A Claims, the holders of Allowed Class 2-B Claims will then constitute the sole beneficiaries of the Liquidating Trust. The Beneficiaries shall each have an undivided beneficial interest in the assets of the Liquidating Trust ("Beneficial Interest").

7.2 Rights of Beneficiaries. Each Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder and in the Plan. Each Beneficiary shall take and hold its Beneficial Interest subject to all in the terms and provisions of this Agreement and the Plan. The Beneficial Interests shall not be certificated. No Beneficiary shall have legal title to any part of the Liquidating Trust Assets. The interest of a Beneficiary of the Liquidating Trust is in all respects personal property, and upon the death, insolvency or incapacity of an individual Beneficiary, such Beneficiary's Beneficial Interest shall pass to the legal representative of such Beneficiary. A Beneficiary shall have no title to, or any right to possess, manage or control, the Liquidating Trust Assets, or any portion thereof or interest therein, except as expressly provided

herein. No surviving spouse, heir, or devisee of any deceased Beneficiary shall have any right of dower, homestead or inheritance, or of partition, or any other right, statutory or otherwise, in the Liquidating Trust Assets, but the whole title to all the Liquidating Trust Assets shall be vested in the Liquidating Trustee and the sole interest of the Beneficiaries shall be the rights and benefits provided to such persons under this Agreement and the Plan.

ARTICLE VIII

Distributions

8.1 Distributions under the Plan. Subject to the terms of the Plan and the Confirmation Order, distributions by the Liquidating Trust under the Plan shall be made as follows:

(a) The Receiver will make Distributions from the Administrative and Priority Claims Reserve to holders of Administrative Expense Claims Allowed after the Effective Date, Compensation and Reimbursement Claims Allowed after the Effective Date, Priority Tax Claims Allowed after the Effective Date, Other Priority Claims Allowed after the Effective Date, and the fees and expenses of the Debtor and their Professionals permitted under the Plan, to the extent that the foregoing Claims have not been paid in full on or before the Effective Date or otherwise in accordance with the Plan.

(b) The Liquidating Trust will make Distributions from the Liquidating Trust Assets in respect of all other Allowed Claims against the Estate.

(c) Distributions to be made by the Liquidating Trust may be made by any Person(s) designated or retained to serve as the disbursing agent(s) without the need for any further order of the Bankruptcy Court.

(d) The Liquidating Trustee shall be authorized, in his discretion, to delay Distributions to holders of Beneficial Interests or otherwise determine reasonable distribution dates for such holders, including, without limitation, based upon the status and progress of the liquidation of Liquidating Trust Assets, the total number of and/or asserted claim amounts of Disputed Claims, and any other relevant factors.

8.2 Distributions on Account of Disputed Claims. Except as otherwise provided in the Plan, by Final Order or as agreed by the relevant parties, Distributions on account of Disputed Claims that become Allowed after the Effective Date will be made by the Liquidating Trustee at such periodic intervals as the Liquidating Trustee determines to be reasonably prudent.

8.3 No Distributions Pending Allowance. Notwithstanding anything herein to the contrary: (a) no Distribution will be made with respect to any Disputed Claim until such Claim becomes an Allowed Claim, and (b) unless determined otherwise by the Liquidating Trustee, no Distribution will be made to any Person that holds both (i) an Allowed Claim and (ii) a Disputed Claim until such Person's Disputed Claim has been resolved by settlement or Final Order.

8.4 Objection Deadline. On and after the Effective Date, the Liquidating Trustee shall be entitled to file objections to all Claims and Interests that are otherwise not deemed Allowed Claims or Interests, including Claims listed on the Debtor's Schedules, under the Plan, or otherwise. Any objections to Claims shall be served and filed on or before the later of (i) 180 days after the Effective Date or (ii) such later date as may be fixed by the Bankruptcy Court after reasonable notice and opportunity to object.

8.5 Disputed Claims Reserve.

(a) On and after the Effective Date, the Liquidating Trust will maintain in reserve such Cash as the Liquidating Trust estimates to be reasonably necessary to satisfy the Distributions to holders of Beneficial Interests that could be required to be made under the Plan and the Liquidating Trust Agreement (the "Disputed Claims Reserve").

(b) The Liquidating Trustee may, in the Liquidating Trustee's sole discretion, determine the best way to report for tax purposes with respect to any reserve for Disputed Claims Reserve, including (i) filing a tax election to treat any and all reserves for Disputed General Unsecured Claims as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Liquidating Trust or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report any reserve for disputed claims as a DOF, the Liquidating Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due.

8.6 Settling Disputed Claims (or Interests). The Liquidating Trustee will be authorized to settle, or withdraw any objections to, any Disputed Claims following the Effective Date without need for approval of the Bankruptcy Court.

8.7 Distributions in Cash. The Liquidating Trustee will make any required Cash payments to the holders of Allowed Claims by checks drawn on accounts maintained by the Liquidating Trustee, or by wire transfer if the circumstances justify, at the option of the Liquidating Trustee.

8.8 Unclaimed Distributions. Subject to applicable Bankruptcy Rules, all Distributions to holders of Allowed Claims shall be made to the Disbursing Agent who shall transmit such Distributions to the applicable holders of Allowed Claims or their designees. If any Distribution to a holder of an Allowed Claim is returned as undeliverable, the Disbursing Agent shall have no obligation to determine the correct current address of such holder, and no Distribution to such holder shall be made unless and until the Disbursing Agent is notified, in writing, by the holder of the current address of such holder within 90 days of such Distribution, at which time a Distribution shall be made to such holder without interest; provided that such Distributions shall be deemed unclaimed property under § 347(b) of the Bankruptcy Code at the expiration of 90 days from the Distribution. After such date, all unclaimed property or interest in property shall revert to the Liquidating Trust to be distributed in accordance with the terms of this Agreement and the Plan, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred.

8.9 Setoff. The Debtor and the Liquidating Trustee, pursuant to the Bankruptcy Code (including § 553 of the Bankruptcy Code), applicable bankruptcy or nonbankruptcy law, with the approval of the Bankruptcy Court and upon no less than three days' notice to the applicable holder of a Claim or Interest, or as may be agreed to by the holder of a Claim or Interest, may, but shall not be required to, set off against any Allowed Claim or Interest and the Distributions to be made pursuant to the Plan on account of such Allowed Claim or Interest (before any Distribution is to be made on account of such Allowed Claim or Interest), any claims of any nature whatsoever that the Debtor may have against the holder of such Allowed Claim or Interest, provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest under the Plan shall constitute a waiver or release by the Debtor or the Liquidating Trustee of any such claim the Debtor may have against the holder of such Claim or Interest.

8.10 Taxes. Pursuant to Section 346(f) of the Bankruptcy Code, the Liquidating Trustee will be entitled to deduct and withhold any federal, state, or local taxes from any Cash payments made with respect to Allowed Claims. The Liquidating Trustee will be authorized to take all actions necessary to comply with applicable withholding and recording requirements. Notwithstanding anything herein to the contrary, each holder of an Allowed Claim that has received a Distribution of Cash under the Plan will have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and other tax obligation, on account of such distribution. For tax purposes, Distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid accrued interest.

8.11 Legal Proceedings. If any Causes of Action or Avoidance Actions are asserted and if such claims or any other legal proceedings are initiated or prosecuted against any Creditor pursuant to the Plan, Confirmation Order, or this Agreement, or asserted as an objection to any Claim, then notwithstanding anything to the contrary contained in the Plan or Confirmation Order, until such proceeding or contested matter is finally resolved and all payments to the Debtor's Estate required by such resolution have been made, such Creditor shall only receive Distributions under the Plan or Confirmation Order to the extent that the distributions to which such Creditor is otherwise entitled exceed the maximum liability of such Creditor to the Debtor's Estate asserted in such proceedings.

8.12 De Minimis Distributions. No payment of Cash in an amount of less than \$100.00 shall be required to be made on account of any Allowed Claim. Such undistributed amount may instead be used in accordance with the Plan and this Agreement.

8.13 Abandonment. Notwithstanding anything to the contrary in the Plan, if in the Liquidating Trustee's reasonable judgment, any Liquidating Trust Assets cannot be sold or distributed in a commercially reasonable manner or the Liquidating Trustee believes in good faith that such property has inconsequential value to the Liquidating Trust or its Beneficiaries or determines to be too impractical to distribute to Beneficiaries, the Liquidating Trustee shall have the right to cause the Liquidating Trust to abandon or otherwise dispose of such property, including by donation of such property to a charity.

ARTICLE IX

Removal or Resignation of the Liquidating Trustee

9.1 Removal of the Liquidating Trustee. The Liquidating Trustee appointed pursuant to the Plan, Confirmation Order and this Agreement may be removed for “cause” upon order of the Bankruptcy Court after notice and opportunity for a hearing. For purposes of this Agreement, the term “cause” shall mean (a) the Liquidating Trustee’s gross negligence, willful misconduct or willful failure to perform his duties under the Plan, the Confirmation Order and this Agreement or (b) the Liquidating Trustee’s misappropriation or embezzlement of any Liquidating Trust Assets or the proceeds thereof. If a Liquidating Trustee is removed for cause, such Liquidating Trustee shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Agreement or otherwise. If the Liquidating Trustee is removed by the Bankruptcy Court other than for “cause”, or is unwilling or unable to serve (a) by virtue of his inability to perform his duties under this Agreement due to death, illness, or other physical or mental disability, or (b) for any other reason whatsoever other than for “cause,” subject to a final accounting, the Liquidating Trustee shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Liquidating Trustee.

9.2 Resignation of the Liquidating Trustee. The Liquidating Trustee may resign as Liquidating Trustee at any time by giving prior written notice thereof to the Bankruptcy Court (the “Notice”); provided, however, that such resignation shall not be effective earlier than thirty (30) days after the date of such Notice, unless an earlier effective date is allowed by the Bankruptcy Court. If the Liquidating Trustee resigns from his position hereunder, subject to a final accounting, he shall be entitled to all accrued unpaid fees, reimbursement, and other compensation to the extent incurred or arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Liquidating Trustee.

9.3 Successor to the Liquidating Trustee. In the event of the resignation, removal or death of the Liquidating Trustee, the Bankruptcy Court or the Liquidating Trust Advisory Board may designate a disinterested person to serve as the successor Liquidating Trustee. A notice identifying any proposed successor Liquidating Trustee with an affidavit of disinterestedness from such proposed successor Liquidating Trustee will be filed with the Bankruptcy Court and served on the Beneficiaries. The successor Liquidating Trustee, without any further act, will become fully vested with all of the rights, powers, duties, and obligations of his predecessor.

ARTICLE X

Effect of the Agreement on Third Parties

10.1 There is no obligation on the part of any person dealing with the Debtor’s Estate, the Debtor, the Receiver, the Liquidating Trustee, or the Trustee Professionals, to see to

the application of the money or other consideration paid or delivered to the Liquidating Trustee, or any agent of the Liquidating Trustee, or to inquire into the validity, expediency, or propriety of any such transaction, or the authority of the Liquidating Trustee, or any agent of the Liquidating Trustee, to enter into or consummate the same, except upon such terms as the Liquidating Trustee may deem advisable.

ARTICLE XI

Waiver

11.1 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 by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

ARTICLE XII

Termination of the Agreement and Amendment

12.1 Termination of the Agreement. This Agreement (other than Sections 6.12, 6.18 and related provisions) shall terminate and the Liquidating Trust shall dissolve and terminate and be of no further force or effect upon the earlier to occur of (i) the final Distribution of all monies and other Liquidating Trust Assets in accordance with the terms of this Agreement, the Plan and Confirmation Order and (ii) entry of a Final Order of the Bankruptcy Court terminating and dissolving the Liquidating Trust as provided under the Plan; provided, however, that the Liquidating Trust will terminate no later than the third (3rd) anniversary of the Effective Date, provided, further, that the Liquidating Trustee shall, in his sole discretion, be authorized to extend the dissolution date to the fifth (5th) anniversary of the creation of the Liquidating Trust with prior Bankruptcy Court approval if it is necessary to facilitate or complete the liquidation and distribution of the Liquidating Trust Assets. If warranted by the facts and circumstances involved in resolving any Causes of Action, upon (i) a favorable ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a grantor trust for federal income tax purposes, and (ii) application to, and if approved by, the Bankruptcy Court upon a finding such further extension is necessary for purposes of resolving such Causes of Action and distributing the proceeds to Liquidating Trust's Beneficiaries, the term of the Liquidating Trust may be further extended by the Liquidating Trustee for a specified, finite term. The Liquidating Trustee will not unduly prolong the duration of the Liquidating Trust and will at all times endeavor to resolve, settle or otherwise dispose of all Claims and the Liquidating Trust Assets, to effect Distributions to Beneficiaries in accordance with the terms hereof, the Plan and Confirmation Order and to terminate the Liquidating Trust as soon as practicable in a prompt and timely fashion. In the event that the Liquidating Trustee elects to terminate the Liquidating Trust, he shall provide twenty (20) day's prior notice thereof to the Office of United States Trustee, and file such notice with the Bankruptcy Court and upon such termination, the Liquidating Trustee shall cease to act as the Liquidating Trustee, such that the Liquidating Trustee shall not have any further duties or responsibilities under the Agreement or otherwise.

12.2 Amendment of the Agreement. Except as otherwise set forth herein, any provisions of this Agreement may be amended, modified, terminated, revoked, or altered only in writing by the Liquidating Trustee and pursuant to an Order of the Bankruptcy Court. Notwithstanding this Section 11.2, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Liquidating Trust to liquidate in an expeditious but orderly manner the Liquidating Trust Assets in accordance with Treasury Regulations Section 301.7701-4(d) and this Agreement.

ARTICLE XIII

Miscellaneous

13.1 Intention of Parties to Establish the Liquidating Trust. This Agreement is not intended to create, and shall not be interpreted as creating, an association, partnership or joint venture of any kind. It is intended as a trust to be governed and construed in all respects as a trust.

13.2 Filing Documents. A copy of this Agreement and all amendments thereof shall be maintained in an office or residence of the Liquidating Trustee and shall be available for inspection.

13.3 Books and Records.

(a) On the Effective Date and on such dates thereafter as the Liquidating Trustee may request, the Debtor shall transfer to the Liquidating Trust all of the books and records of the Debtor in the Debtor's possession, and shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtor and other of the Debtor's books and records maintained by or in the possession of third parties), to turn over or permit access to (at the election of the party to whom the request is made) such books and records as may be reasonably requested by the Liquidating Trustee, provided that the Liquidating Trustee shall only request such books and records or access thereto to the extent reasonably necessary to the Liquidating Trustee's performance of his duties hereunder, provided, further, that unless otherwise provided in the Plan or this Agreement, the out of pocket expenses of complying with any such request shall not be borne by the party upon whom the request is made, absent agreement to the contrary.

(b) The Liquidating Trust will retain those documents maintained by the Debtor in the ordinary course of business. Following the Effective Date, the Liquidating Trustee is authorized to destroy any documents it deems necessary or appropriate in his reasonable judgment; provided, however, that the Liquidating Trustee will not destroy any documents, including but not limited to tax documents, that the Liquidating Trust is required to retain under applicable law.

13.4 Tax Identification Numbers. The Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee, (i) its employer or taxpayer identification number as assigned by the Internal Revenue Service, and (ii) such other information, records or

documents necessary to satisfy the Liquidating Trustee's tax reporting obligations (including certificates of non-foreign status). The Liquidating Trustee may condition the payment of any Distribution to any Beneficiary upon receipt of such identification number and requested documents. If a Beneficiary does not timely provide the Liquidating Trustee with its taxpayer identification number in the manner and by the deadline established by the Liquidating Trustee, then the Distribution to such Beneficiary shall be administered as an unclaimed distribution in accordance with Section 7.8 of this Agreement.

13.5 U.S. Trustee Fees and Post-Confirmation Reports. After the Effective Date, the Liquidating Trust shall pay any statutory fees due for the post-Effective Date period pursuant to 28 U.S.C. § 1930(a)(6) and such fees shall be paid until entry of a final decree or an order converting or dismissing the Chapter 11 Case. After the Effective Date, the Liquidating Trustee will file post-confirmation status reports on a quarterly basis up to the entry of a final decree closing the Chapter 11 Case or as otherwise ordered by the Court.

13.6 Privilege.

(a) Other than the Retained Privileges (defined below), on and subject to the terms of this Agreement and the Plan, all of the Debtor's privileges (the "Privileges"), including, but not limited to, corporate privileges, confidential information, work product protections, attorney-client privileges, and other immunities or protections relating to Causes of Action, in each instance arising on or after the later of (i) two (2) years before the Petition Date and (ii) the applicable statute of limitations governing any such Estate Claim (but in no event more than six (6) years before the Petition Date) (the "Transferred Privileges"), shall be transferred, assigned and delivered to the Liquidating Trust, without waiver, limitation or release, and shall vest with the Liquidating Trust on the Effective Date and be jointly held by the Debtor and the Liquidating Trust on and after the Effective Date; provided, however, that to the extent any Privileges are jointly held by the Debtor and a non-Debtor other than the Liquidating Trust, such Privileges shall not be considered Transferred Privileges and shall not be transferred, assigned and delivered to the Liquidating Trust unless and until the Liquidating Trustee obtains written consent from the non-Debtor holder of such joint privilege.

(b) The Liquidating Trust and Debtor shall each hold and be the beneficiary of all Transferred Privileges and entitled to assert all Transferred Privileges. No Privilege shall be waived by disclosures to the Liquidating Trustee of the Debtor's documents, information or communications subject to any privilege, protection or immunity or protections from disclosure jointly held by the Debtor and the Liquidating Trust.

(c) Notwithstanding the foregoing or anything else in the Plan or otherwise to the contrary, no Privileges other than the Transferred Privileges (all Privileges other than the Transferred Privileges being the "Retained Privileges") shall be transferred, assigned or delivered to the Liquidating Trust and such Retained Privileges shall not vest with the Liquidating Trust. The Liquidating Trust shall not hold nor be the beneficiary of any Retained Privileges or entitled in any way to assert any Retained Privileges..

(d) The Liquidating Trustee shall have until two (2) years after the Effective Date to request documents or information subject to the Transferred Privileges (each an

“Information Request”); provided, however, that with respect to any action involving Transferred Privileges filed on or before two (2) years after the Effective Date, the Liquidating Trustee may make an Information Request subject to the Transferred Privileges involved in such action until the final resolution of such action, including any appeals. The reasonable costs and expenses incurred by the Debtor and/or its chapter 11 counsel, as applicable, in responding to or complying with any Information Requests from the Liquidating Trustee (the “Production Costs”) shall be paid, without further order, from the Liquidating Trust Assets promptly, but in no event later than 10 Business Days, following the Debtor and/or their counsel, as applicable, providing the Liquidating Trust with the documents or information subject to the Information Requests giving rise to such Production Costs.

(e) To the extent of any conflict between this Section 12.6 of the Agreement and any other provision of the Agreement relating to Privileges, this Section 12.6 shall control.

13.7 Valuation of the Liquidating Trust Assets. As soon as practicable after the Effective Date, the Liquidating Trustee, in reliance upon such professionals as the Liquidating Trustee may retain, shall make a good faith valuation of the Liquidating Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, as reasonably determined by the Liquidating Trustee in reliance on his professionals, and used consistently by all parties, including, without limitation, the Receiver, the Liquidating Trust, and Beneficiaries, for all purposes, including federal income tax purposes.

13.8 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

13.9 Severability. If any one or more of the provisions herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions, shall not be in any way impaired or affected. In such event, there shall be added as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. The effective date of the added provision shall be the date upon which the prior provision was held to be invalid, illegal or unenforceable.

13.10 Entire Agreement. This Agreement (including the recitals), the Plan and the Confirmation Order constitute the entire agreement of the parties and there are no representations, warranties, covenants, or obligations except as set forth herein or therein. This Agreement, the Plan, and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order and Plan, in that order, shall govern; provided, however, that the Liquidating Trustee may amend, modify and/or correct the terms hereof to supersede the Plan and/or the Confirmation Order, with the approval of the Bankruptcy Court. Except as otherwise specifically provided herein, nothing in this

Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and their respective heirs, administrators, executors, successors, and assigns any rights or remedies under or by reason of this Agreement.

13.11 Jurisdiction; Venue. Each party hereto irrevocably agrees that any suit, action or proceeding with respect to this Agreement shall be brought in the United States Bankruptcy Court for the Southern District of New York, and by execution and delivery of this Agreement, each party (a) irrevocably submits to each such jurisdiction and venue, (b) waives, to the fullest extent permitted by law, any objection that it may have to the laying of the venue of any such suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which such party is subject by a suit upon such judgment, provided that service of process is effected as otherwise permitted by law.

13.12 Notices. Unless otherwise expressly specified or permitted by the terms hereof, any notice, request, submission, instruction or other document to be given hereunder by a party shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) upon delivery or refusal of delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (c) upon delivery or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

If to the Liquidating Trustee, addressed as follows:

[INSERT]

With a copy to:

[INSERT]

If to the Debtor, addressed as follows:

Airfasttickets, Inc.
20341 Birch Street, Suite 220
Newport Beach, CA 92660
Attn: Adam Meislik

With a copy to the Debtor's counsel:

Arent Fox LLP
1675 Broadway
New York, New York 10019
Facsimile: (212) 484-3990
Telephone: (212) 484-3900
Attn: George Utlik, Esq.

and

Arent Fox LLP
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013
Telephone: (213) 629-7400
Facsimile: (213) 629-7401
Attn: Aram Ordubegian, Esq.

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

13.13 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

13.14 Further Assurances. Each Party hereto (and his respective successors and assigns) shall, upon the Liquidating Trustee's reasonable request, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments, and do or cause to be done, such further acts, as may be necessary to carry out the purposes of this Agreement and to vest in the Liquidating Trustee the powers and duties contemplated hereunder.

13.15 Exculpatory Provisions and Survival Thereof. Whether or not expressly therein so provided, any and all exculpatory provisions, immunities and indemnities, and any limitations and negations of liability contained in this Agreement, in each case inuring to the benefit of the Liquidating Trustee, shall survive (i) the termination or revocation of this Agreement, and (ii) as to any person who has served as Liquidating Trustee, the resignation or removal of such person as Liquidating Trustee.

13.16 Conflicts. In the event of any inconsistency between the Plan or Confirmation Order, on the one hand, and this Agreement, on the other, the terms and provisions of the Confirmation Order and Plan (in that order) shall govern.

13.17 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

13.18 Successors and Assigns. All covenants and agreements contained herein shall, as applicable, be binding upon, and inure to the benefit of the Liquidating Trustee and his successors, the Estate and the Debtor and their successors all as herein provided.

13.19 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have either executed and acknowledged this 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:

DEBTOR AND DEBTOR IN POSSESSION:

By: _____
Name: