

LITIGATION TRUST AGREEMENT

dated as of

_____, 2006

among

**MERIDIAN AUTOMOTIVE SYSTEMS, INC.
AND
CERTAIN OF ITS SUBSIDIARIES**

and

**OCEAN RIDGE CAPITAL ADVISORS, LLC,
as Litigation Trustee**

TABLE OF CONTENTS

| | <u>Page</u> |
|-------------|---|
| ARTICLE I | DEFINITIONS AND INTERPRETATIONS..... 2 |
| 1.1 | Definitions 2 |
| 1.2 | Interpretation..... 6 |
| 1.2.1 | Certain References..... 6 |
| 1.2.2 | Titles and Headings 6 |
| 1.2.3 | Inconsistencies with the Plan 6 |
| ARTICLE II | ESTABLISHMENT OF THE LITIGATION TRUST 6 |
| 2.1 | Creation and Purposes of the Litigation Trust 6 |
| 2.2 | Identification of Prepetition General Unsecured Claim Beneficiaries 6 |
| 2.3 | Transfer of Initial Litigation Trust Assets 7 |
| 2.4 | Tax Treatment re Transfer of Initial Litigation Trust Assets..... 7 |
| 2.5 | Litigation Trustee’s Acceptance 7 |
| 2.6 | Funding..... 7 |
| 2.6.1 | Initial Funding 8 |
| 2.6.2 | Additional Funding 8 |
| ARTICLE III | TRUST ACCOUNTS 8 |
| 3.1 | Creation of the Trust Accounts 8 |
| 3.2 | General Trust Accounts..... 9 |
| 3.2.1 | Funding 9 |
| 3.2.2 | Use of Funds..... 9 |
| 3.2.3 | Claims Reserves 9 |
| 3.3 | Undeliverable Cash Trust Account 9 |
| 3.4 | Tax Treatment..... 10 |
| ARTICLE IV | ADMINISTRATION OF THE LITIGATION TRUST 10 |
| 4.1 | Rights, Powers and Privileges..... 10 |
| 4.1.1 | General 10 |
| 4.1.2 | Certain Actions Requiring Consent of Oversight Committee..... 12 |
| 4.1.3 | Certain Actions Requiring Consultation with Oversight Committee 13 |
| 4.2 | Investigations; Delivery of Documents and Related Matters 13 |
| 4.3 | No Personal Liability..... 13 |
| 4.4 | Agents and Professionals 14 |

TABLE OF CONTENTS

(cont.)

| | <u>Page</u> |
|--|-------------|
| 4.5 Authentication of Documents | 14 |
| 4.6 Investment Guidelines | 14 |
| 4.7 Prohibited Distributions – Disputed Claims | 15 |
| 4.8 Trade or Business | 15 |
| 4.9 Court Approval of Litigation Trustee Actions..... | 15 |
| 4.9.1 Court Approval Generally Not Required | 15 |
| 4.9.2 Right to Seek Court Approval | 15 |
| 4.9.3 Court Direction Absent Express Procedures | 15 |
| 4.9.4 No Liability | 16 |
| ARTICLE V DISTRIBUTIONS FROM THE LITIGATION TRUST..... | 16 |
| 5.1 Method of Distributions..... | 16 |
| 5.2 Delivery of Distributions. | 16 |
| 5.2.1 General. | 16 |
| 5.2.2 Undeliverable Distributions. | 17 |
| 5.2.3 Annual Distributions of Net Income..... | 17 |
| 5.3 Means of Cash Payments..... | 18 |
| 5.4 Order of Distributions..... | 18 |
| 5.5 Compliance with Tax Requirements | 18 |
| 5.6 Compensation and Reimbursement for Services Related to Distributions..... | 19 |
| 5.7 Payments Limited to Trust Accounts | 19 |
| 5.8 De Minimis Distributions to Prepetition General Unsecured Claim Beneficiaries | 19 |
| ARTICLE VI BENEFICIARIES..... | 19 |
| 6.1 Beneficial Interest | 19 |
| 6.2 Exemption From Registration..... | 20 |
| ARTICLE VII THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY | 20 |
| 7.1 Parties Dealing With the Litigation Trustee | 20 |
| 7.2 Limitation of Liability | 20 |
| 7.3 Indemnification | 21 |
| ARTICLE VIII SELECTION, REMOVAL AND COMPENSATION OF THE LITIGATION TRUSTEE | 21 |
| 8.1 Initial Litigation Trustee | 21 |

TABLE OF CONTENTS
(cont.)

| | <u>Page</u> |
|---|-------------|
| 8.2 Term of Service..... | 22 |
| 8.3 Resignation of the Litigation Trustee..... | 22 |
| 8.4 Removal of the Litigation Trustee | 22 |
| 8.5 Appointment of Successor Litigation Trustee | 22 |
| 8.6 Powers and Duties of Successor Litigation Trustee..... | 23 |
| 8.7 Trust Continuance | 23 |
| 8.8 Compensation and Costs of Administration | 23 |
| ARTICLE IX OVERSIGHT COMMITTEE | 23 |
| 9.1 Establishment of Oversight Committee..... | 23 |
| 9.1.1 Membership..... | 23 |
| 9.1.2 Term of Members | 24 |
| 9.1.3 Resignation of Members | 24 |
| 9.1.4 Removal of Members..... | 24 |
| 9.1.5 Filling of Vacancies | 24 |
| 9.2 Action by Oversight Committee | 25 |
| 9.3 Access to Professionals | 26 |
| 9.4 Expenses of Members..... | 26 |
| 9.5 Procedures for Consultation with and Obtaining the Consent of the Oversight Committees. | 26 |
| 9.5.1 Consultation Process..... | 26 |
| 9.5.2 Consent Process..... | 27 |
| 9.6 Joint Interest..... | 27 |
| ARTICLE X MAINTENANCE OF RECORDS; REPORTING..... | 28 |
| 10.1 Books and Records..... | 28 |
| 10.2 Reports to be Filed with the Bankruptcy Court. | 28 |
| 10.2.1 Quarterly Reports..... | 28 |
| 10.2.2 Annual Reports | 28 |
| 10.2.3 Current Reports..... | 28 |
| 10.2.4 Reports Available on Request | 28 |
| 10.3 Compliance with Federal Securities Laws | 29 |
| 10.4 Tax Returns and Payments. | 29 |
| 10.4.1 General | 29 |

TABLE OF CONTENTS
(cont.)

| | <u>Page</u> |
|--|--------------------|
| 10.4.2 Pending Payments..... | 29 |
| 10.4.3 Trust Accounts Exclusive of Pending Payments..... | 29 |
| ARTICLE XI DURATION OF THE LITIGATION TRUST..... | 30 |
| 11.1 Duration..... | 30 |
| 11.2 Termination Upon Distribution of All Litigation Trust Assets | 30 |
| 11.3 Termination After Five Years..... | 30 |
| 11.4 Other Termination Procedures..... | 30 |
| 11.5 No Reversions..... | 31 |
| ARTICLE XII MISCELLANEOUS..... | 31 |
| 12.1 Limitation on Transferability..... | 31 |
| 12.1.1 No Transfer of Beneficial Interests..... | 31 |
| 12.1.2 No Assignment | 31 |
| 12.2 Notices..... | 31 |
| 12.3 No Bond..... | 32 |
| 12.4 Governing Law; Submission to Jurisdiction; Service of Process | 33 |
| 12.5 Successors and Assigns | 33 |
| 12.6 No Execution..... | 33 |
| 12.7 Amendment..... | 33 |
| 12.8 Severability | 33 |

TABLE OF EXHIBITS

Exhibit A - Engagement Letter

Exhibit B – Secured Credit Agreement

Exhibit C - Certain Permitted Investments

Exhibit D - List of Litigation Trust Assets

LITIGATION TRUST AGREEMENT

This **LITIGATION TRUST AGREEMENT**, dated as of _____, 2006 [Insert Effective Date] (this "Agreement"), is made by and among Meridian Automotive Systems, Inc. ("MASI"), Meridian Automotive Systems - Angola Operations, Inc. ("MASAOI"), Meridian Automotive Systems - Construction, Inc. ("MASCI"), Meridian Automotive Systems - Detroit Operations, Inc. ("MASDOI"), Meridian Automotive Systems - Grand Rapids Operations, Inc. ("MASGROI"), Meridian Automotive Systems - Heavy Truck Operations, Inc. ("MASHTOI"), Meridian Automotive Systems - Shreveport Operations, Inc. ("MASSOI"), and Meridian Automotive Systems - Mexico Operations, LLC (together with MASI, MASAOI, MASCI, MASDOI, MASGROI, MASHTOI, MASSOI, in their capacities as debtors, debtors in possession or reorganized debtors as the context requires, the "MAS Companies") and Ocean Ridge Capital Advisors, LLC, as trustee (in such capacity, the "Litigation Trustee"), pursuant to the "Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code Proposed by the MAS Companies," dated October 23, 2006, and confirmed by the Bankruptcy Court (the "Plan").

RECITALS

A. The trust created hereby (the "Litigation Trust") is created pursuant to, and to effectuate, Section 7.13 of the Plan.

B. Pursuant to the Plan, the Litigation Trust is established for the purposes of pursuing all Avoidance Actions (other than any Avoidance Actions released pursuant to the terms of the Plan) and all Reserved Actions (such Avoidance Actions and Reserved Actions being referred to herein collectively as the "Actions") and distributing any proceeds derived therefrom to the Beneficiaries, all in accordance with the terms of the Plan and this Agreement.

C. The Litigation Trust is intended to be treated, for U.S. federal income Tax purposes, in part as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d), for the benefit of Beneficiaries entitled to distributions of Pending Payments, and otherwise as one or more disputed ownership funds within the meaning of Treasury Regulations section 1.468B-9(b)(1).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the MAS Companies and the Litigation Trustee agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS{ TC “ARTICLE I DEFINITIONS AND INTERPRETATIONS” \L1 \FC }

1.1 Definitions{ TC “1.1 Definitions” \l2 \fC }. The following capitalized terms used in this Agreement will have the respective meanings ascribed to them in this Section 1.1:

- (a) “Actions” has the meaning set forth in Recital B.
- (b) “Additional Funding Trust Accounts” means one or more segregated trust accounts which may be established and maintained solely for the purpose of depositing the proceeds of additional funding, if any, obtained for the Litigation Trust from any source other than MASI.
- (c) “Agreement” has the meaning set forth in the introductory paragraph to this Agreement.
- (d) “Annual Receipts/Disbursements Report” means, with respect to each calendar year, an unaudited report reflecting: (i) all Litigation Trust Assets received by the Litigation Trust during such calendar year; (ii) all Litigation Trust Assets held by the Litigation Trust at the end of such calendar year; and (iii) all Litigation Trust Assets disbursed during such calendar year, in each case itemized for the individual Trust Accounts.
- (e) “Beneficiaries” means collectively the Prepetition First Lien Claim Beneficiaries, the Prepetition Second Lien Claim Beneficiaries and the Prepetition General Unsecured Claim Beneficiaries.
- (f) “Claims Report” means a report of the MAS Companies setting forth: (i) a listing, as of the requested date, of: (A) all General Unsecured Claims, indicating which are Allowed Claims and which are Disputed Claims and (ii) for each Claim so listed (a) the name, address and federal taxpayer identification number or social security number (if known) of the Holder thereof as of the Distribution Record Date and (b) the amount thereof.
- (g) “Claims Reserves” means cash retained in the General Trust Accounts or the Additional Funding Trust Accounts and designated as “Claims Reserves” in accordance with Section 3.2.3.
- (h) “Current Report” means a report filed with the Bankruptcy Court by the Litigation Trustee, on behalf of the Litigation Trust, describing developments affecting the Litigation Trust in any material respect (as determined by the Litigation Trustee in its reasonable discretion) in reasonable detail.

(i) “Engagement Letter” means that certain Engagement Letter, dated as of _____, 2006, by and among the MAS Companies and the Litigation Trustee, attached hereto as Exhibit A.

(j) “General Trust Accounts” means one or more segregated trust accounts to be established and maintained to collect all cash delivered to the Litigation Trust from any source. The General Trust Accounts shall not include the Additional Funding Trust Accounts or the Undeliverable Cash Trust Account.

(k) “Indemnified Parties” means, collectively, the Litigation Trustee and any directors, members, managers, officers, employees, agents, professionals, principals and other representatives thereof (including, without limitation, the Litigation Trustee Representatives) in their capacities as such, the members of the Oversight Committee in their capacities as such, and the entities appointing the Prepetition First Lien Member, the Prepetition Second Lien Member and the Prepetition General Unsecured Member in their capacities as such.

(l) “Initial Funding Loan” means that certain secured loan in the original principal amount of \$2,000,000, issued pursuant to the Secured Credit Agreement.

(m) “Litigation Trust” has the meaning set forth in Recital A to this Agreement.

(n) “Litigation Trust Assets” means collectively: (i) the Actions and any and all proceeds derived from the Actions that are delivered to the Litigation Trust; (ii) the Trust Accounts and any and all cash held in the General Trust Accounts and the Additional Funding Trust Accounts, including without limitation, the cash delivered by MASI in connection with the Initial Funding Loan pursuant to Section 2.6.1 and any and all other cash that may be delivered to the Litigation Trust pursuant to additional funding arrangements, if any, made by the Litigation Trustee; (iii) any and all other property held from time to time by the Litigation Trustee pursuant to this Agreement; and (iv) any and all interest or other income earned on any of the foregoing.

(o) “Litigation Trust Expenses” means any and all reasonable fees, costs and expenses incurred by the Litigation Trustee (or any professional or other person or entity engaged by the Litigation Trustee and/or the Litigation Trust in accordance with this Agreement) in connection with the performance by the Litigation Trustee of its duties under this Agreement.

(p) “Litigation Trustee” has the meaning set forth in the introductory paragraph to this Agreement.

(q) “Litigation Trustee Representatives” means the directors, members, managers, officers, employees, and principals of the Litigation Trustee, in such capacities.

(r) “MAS Companies” has the meaning set forth in the introductory paragraph to this Agreement.

(s) “Net Litigation Proceeds” means, with respect to any distribution pursuant to Section 5.4, any Litigation Trust Assets remaining after the Litigation Trustee, on behalf of the Litigation Trust, (i) first, pays any incurred and unpaid Litigation Trust Expenses, (ii) second, sets aside an amount determined, in its reasonable discretion after consultation with the Oversight Committee, to be sufficient for the payment of Litigation Trust Expenses yet to be incurred, (iii) third, satisfies the Litigation Trust’s obligations in respect of the Initial Funding Loan, and (iv) fourth, satisfies the Litigation Trust’s obligations in respect of any additional indebtedness incurred by the Trust from any source other than MASI in accordance with this Agreement to the extent that such indebtedness is repaid from amounts deposited into the General Trust Accounts; provided, however, that nothing herein shall prevent the Trustee at any time from repaying any such additional indebtedness from amounts on deposit in the Additional Funding Trust Accounts.

(t) “Oversight Committee” has the meaning set forth in Section 9.1.1.

(u) “Pending Payments” means assets (excluding undeliverable cash) held by the Litigation Trust for the benefit of or distribution to Beneficiaries holding Allowed Claims, excluding assets held in Claims Reserves.

(v) “Permitted Investments” means (i) the investments identified on Exhibit C hereto; if any; (ii) the following investments so long as they have maturities of 90 days or less: (A) obligations issued or guaranteed by the United States or by any person controlled or supervised by or acting as an instrumentality of the United States pursuant to authority granted by the United States Congress; (B) obligations issued or guaranteed by any state or political subdivision thereof rated either AA or higher, or MIG 1 or higher, by Moody’s Investors Service, Inc. or its successor or AA or higher, or an equivalent, by Standard & Poor’s Ratings Services or its successor; (C) commercial or finance paper which is rated either P-1 or higher or an equivalent by Moody’s Investors Service, Inc. or its successor or A-1 or higher or an equivalent by Standard & Poor’s Ratings Services or its successor; (D) certificates of deposit or time deposits of banks or trust companies, organized under the laws of the United States, having a minimum equity of \$500,000,000; and (E) money market funds registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, which invests in securities of the type described in subsection (A) above; and (iii) such other investments as may be authorized by the Bankruptcy Court.

(w) “Prepetition First Lien Claim Beneficiaries” means Holders, as of the Effective Date, of the Prepetition First Lien Claim Trust Interests.

(x) “Prepetition First Lien Member” has the meaning set forth in Section 9.1.1.

(y) “Prepetition General Unsecured Claim Beneficiaries” means Holders of General Unsecured Claims as of the Distribution Record Date, to the extent such Claims are Allowed Claims.

(z) “Prepetition General Unsecured Member” has the meaning set forth in Section 9.1.1.

(aa) “Prepetition Second Lien Claim Beneficiaries” means Holders, as of the Effective Date, of the Prepetition Second Lien Claim Trust Interests.

(bb) “Prepetition Second Lien Members” has the meaning set forth in Section 9.1.1.

(cc) “Quarterly Receipts/Disbursements Report” means, with respect to each of the first three calendar quarters of each calendar year, an unaudited report reflecting: (i) all Litigation Trust Assets received by the Litigation Trust during such calendar quarter; (ii) all Litigation Trust Assets held by the Litigation Trust at the end of such quarter; and (iii) all Litigation Trust Assets disbursed during such calendar quarter, in each case itemized for the individual Trust Accounts.

(dd) “Secured Credit Agreement” means that certain credit agreement pursuant to which the Initial Funding Loan is to be issued, dated as of the Effective Date and executed by the Litigation Trustee for the benefit of MASI, a copy of which is attached hereto as Exhibit B.

(ee) “Tax” means: (i) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any U.S. federal, state, local or foreign taxing authority; or (ii) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other entity.

(ff) “Trust Accounts” means, collectively, any and all General Trust Accounts, Additional Funding Trust Accounts and the Undeliverable Cash Trust Account.

(gg) “Undeliverable Cash Trust Account” means the segregated trust account to be established and maintained by the Litigation Trustee to hold undeliverable cash for the benefit of Beneficiaries otherwise entitled thereto.

(hh) “United States” means the United States of America.

Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the Plan.

1.2 Interpretation{ TC “1.2 Interpretation” \12 \fC }.

1.2.1 Certain References{ TC “1.2.1 Certain References” \13 \fC }.

Unless the context otherwise requires, (a) all references in this Agreement to Sections, Articles or Exhibits are to Sections, Articles or Exhibits of or to this Agreement, (b) words in the singular include the plural and vice versa, and (c) the verb “will” will have a mandatory connotation, indicating the parties’ respective obligations hereunder. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” All references to “\$” or dollar amounts are to lawful currency of the United States.

1.2.2 Titles and Headings{ TC “1.2.2 Titles and Headings” \13 \fC }
Titles and headings to Sections, Articles and Schedules in or to this Agreement are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.2.3 Inconsistencies with the Plan{ TC “1.2.3 Inconsistencies with the Plan” \13 \fC }. In the event of any inconsistency between any provision of this Agreement, on the one hand, and any provision of the Plan, on the other hand, the provisions of the Plan will govern and control.

ARTICLE II

ESTABLISHMENT OF THE LITIGATION TRUST{ TC “ARTICLE II ESTABLISHMENT OF THE LITIGATION TRUST” \L1 \fC }

2.1 Creation and Purposes of the Litigation Trust{ TC “2.1 Creation and Purposes of the Litigation Trust” \12 \fC }. The MAS Companies and the Litigation Trustee, pursuant to Section 7.13 of the Plan and in accordance with the Bankruptcy Code, hereby create a trust as of the Effective Date, which is the Litigation Trust contemplated by the Plan and which shall be known as “The MAS Liquidation Trust.” The Litigation Trust is established for the purposes of liquidating and distributing the Litigation Trust Assets for the benefit of the Beneficiaries in accordance with the Plan and this Agreement and no other. The Litigation Trust has no objective to, and will not, engage in the conduct of a trade or business and, subject to Section 11.3, will terminate upon the completion of its liquidation and distribution duties hereunder. The Litigation Trust will be a “representative of the estate” under section 1123(b)(3)(B) of the Bankruptcy Code.

2.2 Identification of Prepetition General Unsecured Claim Beneficiaries{ TC “2.2 Identification of Prepetition General Unsecured Claim Beneficiaries” \12 \fC }. Within 10 Business Days after the Effective Date, the MAS Companies will deliver to the Litigation Trustee a Claims Report as of the Distribution Record Date. From time to time

following the Effective Date (but not more often than six times in each period of 12 consecutive months following the Effective Date), upon the written request of the Litigation Trustee, the MAS Companies will deliver to the Litigation Trustee a Claims Report with respect to the MAS Companies' Estates as of the date requested by Litigation Trustee. The Litigation Trustee will be entitled to rely (without independent verification, investigation, audit or other action) on Claims Reports delivered to it by the MAS Companies pursuant to this Section 2.2 for purposes of making distributions to Prepetition General Unsecured Claim Beneficiaries in accordance with Article V, and the Indemnified Parties will be held harmless and fully indemnified by the MAS Companies for any losses, claims, damages, liabilities or expenses, including reasonable attorneys' fees, disbursements and related expenses, that the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of such reliance on a Claims Report.

2.3 Transfer of Initial Litigation Trust Assets{ TC "2.3 Transfer of Initial Litigation Trust Assets" \12 \fC }. On the Effective Date, in accordance with the Plan the MAS Companies will transfer to the Litigation Trust the Actions, whereupon title to all Actions, whether known or unknown, will irrevocably vest in the Litigation Trust, free and clear of Claims, Liens and Interests. To the MAS Companies' knowledge, Exhibit D constitutes a complete and accurate listing of all Actions owned by the Estates immediately prior to the Effective Date.

2.4 Tax Treatment re Transfer of Initial Litigation Trust Assets{ TC "2.4 Tax Treatment re Transfer of Initial Litigation Trust Assets" \12 \fC }. For all U.S. federal income Tax purposes, the MAS Companies, the Litigation Trustee and the Beneficiaries will treat the transfer of Litigation Trust Assets to the Litigation Trust pursuant to Section 2.3 as: (a) to the extent of Pending Payments, (i) a transfer of the Pending Payments directly from the MAS Companies to the Beneficiaries followed by (ii) the transfer of such Pending Payments by the Beneficiaries to the Litigation Trust in exchange for beneficial interests in the Litigation Trust; and (b) to the extent of amounts that are not Pending Payments, as a transfer to one or more disputed ownership funds, as described in Section 3.5. Accordingly, the Beneficiaries entitled to distribution of Pending Payments will be treated for federal income Tax purposes as the grantors and deemed owners of their respective shares of the Litigation Trust Assets in the amounts of the Pending Payments and any earnings thereon.

2.5 Litigation Trustee's Acceptance{ TC "2.5 Litigation Trustee's Acceptance" \12 \fC }. The Litigation Trustee hereby accepts the duties as trustee imposed on it by this Agreement and agrees to observe and perform such duties, on and subject to the terms and conditions set forth in this Agreement. In connection with and in furtherance of the purposes of the Litigation Trust, the Litigation Trustee hereby expressly accepts the transfer of the Actions to the Litigation Trust pursuant to Section 2.3, subject to the provisions of the Plan, and the Litigation Trustee hereby further expressly agrees to establish and maintain the Trust Accounts and to liquidate and distribute the Litigation Trust Assets in accordance with the Plan and this Agreement.

2.6 Funding{ TC "2.6 Funding" \12 \fC }.

2.6.1 Initial Funding{ TC “2.6.1 Initial Funding” \13 \fC }. On the Effective Date, contemporaneously with the execution and delivery hereof, MASI will deliver to the Litigation Trust \$2,000,000 in cash pursuant to the Secured Credit Agreement. The Initial Funding Loan shall be secured by a first priority lien against all proceeds derived from the Actions and the General Trust Accounts and any and all cash held in the General Trust Accounts, in accordance with the terms of the Secured Credit Agreement until the loan under the Secured Credit Agreement is repaid in full in accordance with the terms thereof.

2.6.2 Additional Funding{ TC “2.6.2 Additional Funding” \13 \fC }. From and after the Effective Date, the Litigation Trustee may request from MASI additional funding as directed or approved by the Oversight Committee and, conditioned upon approval by its Board of Directors, MASI may provide such additional funding subject to mutually acceptable documentation. If the Board of Directors does not approve such additional funding or MASI otherwise does not provide such additional funding on terms and conditions acceptable to the Litigation Trustee and the Oversight Committee, the Litigation Trustee may seek to obtain such additional funding from sources other than MASI as directed or approved by the Oversight Committee; provided, however, that any such additional funding shall be in accordance with the terms of the Secured Credit Agreement until the loan under the Secured Credit Agreement is repaid in full. All cash delivered to the Litigation Trust from any source whatsoever (other than proceeds of additional funding, if any, from a party other than MASI) shall be deposited only into the General Trust Accounts. Only proceeds derived from additional funding from sources other than MASI pursuant to this provision and the Litigation Trust Agreement shall be deposited into the Additional Funding Trust Accounts. Amounts deposited into the General Trust Accounts and the Additional Funding Accounts shall not be commingled and, in the event that any funds are deposited into the wrong account in contravention of the terms hereof, such funds shall be deemed to be held in trust for the account into which such amounts should have been deposited until such time as the funds are redirected to the correct account. At such time as the Initial Funding Loan has been repaid in full in accordance with the terms of the Secured Credit Agreement, then for purposes of this Agreement any Additional Funding Account shall be deemed to be a General Trust Account.

ARTICLE III

TRUST ACCOUNTS{ TC “ARTICLE III TRUST ACCOUNTS” \L1 \fC }

3.1 Creation of the Trust Accounts{ TC “3.1 Creation of the Trust Accounts” \12 \fC }. On or about the Effective Date (and from time to time thereafter as the Litigation Trustee deems appropriate and pursuant to the notice provisions in the Secured Credit Agreement until the loan under the Secured Credit Agreement is repaid in full in accordance with the terms thereof), the Litigation Trustee will establish in the name of the Litigation Trust with a federally insured United States banks one or more General Trust Accounts and the Undeliverable Cash Trust Account as contemplated by this Article III; provided, however, that at least one such General Trust Account will be so established on or prior to the Effective Date. The Trustee shall also be authorized to establish one or more Additional Funding Trust Accounts in the event that additional funding is obtained by the Litigation Trust from any source other than MASI.

3.2 Trust Accounts/Use and Funding{ TC “3.2 General Trust Accounts” \12 \fC }.

3.2.1 Funding{ TC “3.2.1 Funding” \13 \fC }. All cash delivered to the Litigation Trust, including cash delivered as contemplated by Section 2.6.1, shall be deposited into a General Trust Account and may be transferred among General Trust Accounts as the Litigation Trustee deems appropriate. With the exception of proceeds of additional funding, if any, from sources other than MASI obtained by the Trust in accordance with Section 2.6.2 hereof, no other cash may be deposited into the Additional Funding Trust Accounts.

3.2.2 Use of Funds in General Trust Accounts and Additional Funding Trust Accounts{ TC “3.2.2 Use of Funds” \13 \fC }. Cash in the General Trust Accounts will be used by the Litigation Trustee to: (a) pay Litigation Trust Expenses (including any Taxes owing in respect of any amounts included in the General Trust Accounts in accordance with Section 10.4.3); (b) satisfy the Litigation Trust’s obligation in respect of the Initial Funding Loan; (c) satisfy the Litigation Trust’s obligation in respect of any additional indebtedness from sources other than MASI; and (d) make distributions to Beneficiaries in accordance with Article V hereof and the Plan (either directly or through a distribution agent retained by the Litigation Trustee or Litigation Trust to effectuate such distributions). Cash in the Additional Funding Trust Accounts may also be used by the Litigation Trustee to satisfy the Litigation Trust’s obligations in respect of any additional indebtedness incurred from sources other than MASI or, in the Litigation Trustee’s discretion, to pay Litigation Trust Expenses. Subject to such exceptions as the Oversight Committee may establish, at least five (5) Business Days prior to making any payment or distribution from a General Trust Account or an Additional Funding Trust Account, the Litigation Trustee will provide the Oversight Committee with a notice setting forth the amount and nature of such payment or distribution, with such notice to be accompanied by supporting documentation in reasonable detail.

3.2.3 Claims Reserves{ TC “3.2.3 Claims Reserves” \13 \fC }. In connection with any distribution of cash to Beneficiaries in accordance with Article V hereof, the Litigation Trustee will identify Pending Payments and will designate amounts to be retained as “Claims Reserves” to satisfy Disputed Claims against the Estates of the MAS Companies in accordance with the Plan, if, and when they are allowed and, accordingly, the Holders thereof become Beneficiaries or, to the extent such Disputed Claims are not allowed, to satisfy Allowed Claims that are held by Beneficiaries in accordance with the terms of the Plan.

3.3 Undeliverable Cash Trust Account{ TC “3.3 Undeliverable Cash Trust Account” \12 \fC }. After the Effective Date, if any distribution to a Beneficiary is returned to the Litigation Trustee as undeliverable, the Litigation Trustee will deposit the undeliverable cash in the Undeliverable Cash Trust Account. The Litigation Trustee will hold such funds, in a book-entry sub-account in the Undeliverable Cash Trust Account, for the benefit of such Beneficiary. Until such Beneficiary notifies the Litigation Trustee in writing of its then-current address, as contemplated by Section 5.2.2, no attempt will be made to deliver subsequent distributions to such Beneficiary and any such distributions that such Beneficiary would otherwise be entitled to receive instead will be transferred from the General Trust Accounts to the Undeliverable Cash Trust Account and credited to such book-entry sub-account. All cash held in such book-entry sub-account for the benefit of such Beneficiary will be invested by the

Litigation Trustee in a manner consistent with the investment and deposit guidelines set forth in this Agreement. Subject to Section 5.2.2(b), when such Beneficiary notifies the Litigation Trustee in writing of its then-current address as contemplated by Section 5.2.2, the Litigation Trustee will deliver to such Beneficiary all cash contained in such book-entry sub-account (net of provision for Taxes owing in respect of amounts included in such book-entry sub-account in accordance with Section 10.4.3 and net of any income or interest generated from any investment activities). In the event such Beneficiary's right to assert a claim for undeliverable distributions is forfeited as contemplated by Section 5.2.2(b), all cash contained in such book-entry sub-account will be transferred from the Undeliverable Cash Trust Account back to the General Trust Accounts for redistribution to Beneficiaries entitled to distributions therefrom.

3.4 Tax Treatment{ TC "3.4 Tax Treatment" \12 \fC }. The Litigation Trust (which includes the General Trust Accounts, any Additional Funding Trust Accounts and the Undeliverable Cash Trust Account) is intended to be treated, for U.S. federal income Tax purposes, in part as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d), for the benefit of Beneficiaries entitled to distributions of Pending Payments, and otherwise as one or more disputed ownership funds within the meaning of Treasury Regulations section 1.468B-9(b)(1). The Litigation Trustee will act as the "administrator," within the meaning of Treasury Regulations section 1.468B-9(b)(2), of such funds. The Claims Reserves will be subject to the continuing jurisdiction of the Bankruptcy Court, and, as a result, no money or property can be paid or distributed from the Claims Reserves to, or on behalf of, a "claimant" or the "transferor" (as such terms are defined in Treasury Regulations sections 1.468B-9(b)(3) and 1.468B-9(b)(7), respectively) except if, as and when Claims become Allowed Claims pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan, or Litigation Trust Expenses are incurred and paid pursuant to the procedures incurring and paying Litigation Trust Expenses prescribed in the Plan and this Agreement.

ARTICLE IV

ADMINISTRATION OF THE LITIGATION TRUST{ TC "ARTICLE IV ADMINISTRATION OF THE LITIGATION TRUST" \L1 \fC }

4.1 Rights, Powers and Privileges{ TC "4.1 Rights, Powers and Privileges" \12 \fC }.

4.1.1 General{ TC "4.1.1 General" \13 \fC }. The Litigation Trustee will have only the rights, powers and privileges to act on behalf of the Litigation Trust expressly provided in this Agreement and as provided by law or Order of the Bankruptcy Court in the event that this Agreement does not reference any such right, power or privilege. Unless otherwise expressly limited or restricted by this Agreement, including Sections 4.1.2 and 4.1.3, so long as such actions are, in the Litigation Trustee's reasonable judgment, necessary to manage the affairs of the Litigation Trust and safeguard the interest of the Beneficiaries, the Litigation Trustee will have the right, power and privilege, and obligation, to:

- (a) execute all agreements, instruments and other documents, including the Secured Credit Agreement, and effect all other actions necessary to liquidate the Litigation Trust Assets;
- (b) establish, maintain and administer the Trust Accounts;
- (c) accept, preserve, receive, collect, manage, transfer, invest, supervise, protect and liquidate the Litigation Trust Assets in accordance with the Plan and this Agreement;
- (d) prosecute, settle or otherwise compromise or abandon the Actions;
- (e) investigate and pursue causes of action as contemplated by Section 4.2;
- (f) calculate and make distributions of the Litigation Trust Assets as prescribed in the Plan and this Agreement;
- (g) raise defenses, counterclaims and/or crossclaims in connection with any actions or claims adverse to the Litigation Trust as the Litigation Trustee determines, in its reasonable discretion, to be necessary, appropriate or desirable;
- (h) retain and compensate the services of professionals or other persons or entities to represent, advise and assist the Litigation Trustee in the fulfillment of its responsibilities in connection with this Agreement, all as it determines, in its reasonable discretion, to be necessary, appropriate or desirable;
- (i) file appropriate Tax returns on behalf of the Litigation Trust and pay Taxes or other obligations owed by the Litigation Trust;
- (j) take such actions as are necessary, appropriate or desirable to cause the transfer of any attorney-client privilege, work-product privilege or other privilege or immunity of the MAS Companies attaching to any documents or communications (whether written or oral) to the Litigation Trust (which privileges and immunities are intended to be transferred to the Litigation Trust);
- (k) purchase insurance with such coverage and limits as it determines, in its reasonable discretion, to be necessary, appropriate or desirable (including insurance covering the Indemnified Parties for liabilities incurred in connection with the performance of duties under this Agreement);
- (l) determine the manner of ascertainment of income and principal of the assets in the Litigation Trust, and the apportionment of income and principal among such assets;

(m) appear and participate in any proceeding before the Bankruptcy Court with respect to any matter regarding or relating to this Agreement, the Litigation Trust or the Litigation Trust Assets;

(n) sue, defend and participate, as a party or otherwise, in any judicial, administrative, arbitrative or other proceeding relating to this Agreement, the Litigation Trust or the Litigation Trust Assets;

(o) consult with the Beneficiaries at such times and with respect to such issues relating to the conduct of the Litigation Trust as the Litigation Trustee determines, in its reasonable discretion, to be necessary, appropriate or desirable;

(p) pay all Litigation Trust Expenses;

(q) satisfy the Litigation Trust's obligations in respect of the Initial Funding Loan with cash available in the General Trust Accounts;

(r) obtain additional funding for the Litigation Trust from any source, including without limitation funding from MASI, and secure any such funding by the pledge of Litigation Trust Assets subject to the terms of the Secured Credit Agreement (until repayment in full of the loan under the Secured Credit Agreement, any such pledge shall be limited to a junior pledge of the Collateral, as defined in the Secured Credit Agreement), and satisfy the Litigation Trust's obligations in respect of such additional funding with cash available in accordance with the terms of this Agreement;

(s) execute, deliver and perform such other agreements and documents or exercise such other powers and duties as the Litigation Trustee determines, in its reasonable discretion, to be necessary, appropriate or desirable to accomplish and implement the purposes and provisions of the Litigation Trust as set forth in this Agreement;

(t) make all necessary filings on behalf of the Litigation Trust in accordance with any applicable law, statute or resolution; and

(u) terminate the Litigation Trust in accordance with the terms of this Agreement.

4.1.2 Certain Actions Requiring Consent of Oversight Committee{ TC
“4.1.2 Certain Actions Requiring Consent of Oversight Committee” \13
fC}. Notwithstanding anything to the contrary in this Agreement, the Litigation Trustee will not take any of the following actions without the prior consent of the Oversight Committee:

(a) retain lead litigation counsel on behalf of the Litigation Trust for any Action;

(b) file suit with respect to any Action;

- any Action;
- (c) execute an agreement to settle or otherwise compromise
 - (d) incur any indebtedness, whether secured or unsecured;
 - (e) purchase insurance;
 - (f) make any distributions to Beneficiaries pursuant to Article V; or
 - (g) terminate the Litigation Trust in accordance with Section 11.2.

4.1.3 Certain Actions Requiring Consultation with Oversight Committee{ TC “4.1.3 Certain Actions Requiring Consultation with Oversight Committee” \13 \fC }. Notwithstanding anything to the contrary in this Agreement, the Litigation Trustee will not (i) retain the services of professionals or other persons or entities on behalf of the Litigation Trust , or (ii) determine the manner of ascertainment of income and principal of the Litigation Trust Assets, and the apportionment of income and principal among such assets, in each case, without first consulting with the Oversight Committee.

4.2 Investigations; Delivery of Documents and Related Matters{ TC “4.2 Investigations; Delivery of Documents and Related Matters” \12 \fC }. If the Litigation Trustee becomes aware of a potential Action with apparent value to the Litigation Trust in addition to those set forth on Exhibit D, it will take (a) such reasonable steps as it determines, in its discretion, to be appropriate, and (b) such other steps as the Oversight Committee may reasonably direct, to investigate and pursue such Action. Except to the extent such cooperation would void insurance coverage potentially available to fund recoveries by the Litigation Trust on any Action, upon reasonable notice the MAS Companies will cooperate with the Litigation Trustee in providing it with pertinent documents and business records or access thereto; in fulfilling such obligations, the MAS Companies will use their respective reasonable good faith efforts to locate and deliver to the Litigation Trustee documents currently in the MAS Companies’ physical possession that they reasonably believe may be relevant to any Action. If the preceding sentence is inapplicable because such cooperation would void insurance coverage potentially available to fund recoveries by the Litigation Trust on any Action, the MAS Companies acknowledge the right of the Litigation Trust to obtain such documents and business records or access by means of judicial process.

4.3 No Personal Liability{ TC “4.3 No Personal Liability” \12 \fC }. None of the provisions in this Agreement will be construed to require the Litigation Trustee or the Litigation Trustee Representatives to expend or risk their own funds or otherwise incur personal liability in the performance of their duties or in the reasonable exercise of rights, powers and privileges hereunder if there are reasonable grounds for the Litigation Trustee to believe that the repayment of any such validly expended funds or adequate indemnity against such risk of liability is not reasonably assured. In addition to the other limitations on liability set forth in this Agreement, and notwithstanding anything to the contrary herein, the Litigation Trustee and the Litigation Trustee Representatives will have no liability for any act or omission in connection

with the performance of their duties or rights hereunder unless such act or omission constitutes bad faith, fraud, willful misconduct or gross negligence. Notwithstanding the foregoing, nothing in this Section 4.3 will relieve the Litigation Trustee or the Litigation Trustee Representatives of any liability for any action or omission resulting from bad faith, fraud, willful misconduct, or gross negligence.

4.4 Agents and Professionals{ TC “4.4 Agents and Professionals” \12 \fC }.

Except as otherwise provided in this Agreement: (a) the Litigation Trustee may consult with independent legal counsel to be selected by it and the advice or opinion of such counsel will be full and complete personal protection to the Litigation Trustee in respect of any action taken or suffered by it in good faith and in reliance on, or in accordance with, such advice or opinion; and (b) persons (including any professionals retained by the Litigation Trustee) dealing with the Litigation Trustee will look only to the Litigation Trust Assets to satisfy any liability incurred by the Litigation Trustee to such person in carrying out the terms of this Agreement, and (subject to Section 7.2 with respect to liabilities resulting from the Litigation Trustee’s bad faith, fraud, willful misconduct, or gross negligence) the Litigation Trustee will have no personal or individual obligation to satisfy any such liability.

4.5 Authentication of Documents{ TC “4.5 Authentication of Documents” \12 \fC }. The Litigation Trustee will not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and will be held harmless and will be fully indemnified (pursuant to Section 7.3) by the Litigation Trust in acting upon any document, including any Claims Report delivered by the MAS Companies pursuant to Section 2.2, believed by it in good faith to be genuine and delivered by the proper party or parties.

4.6 Investment Guidelines{ TC “4.6 Investment Guidelines” \12 \fC }.

The Litigation Trustee will invest cash constituting Litigation Trust Assets only in Permitted Investments; provided, however, that, notwithstanding anything to the contrary in this Agreement, the scope of any such Permitted Investments will be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulations section 301.7701-4(d) and Internal Revenue Service Revenue Procedure 94-45 may be permitted to hold, pursuant to any amendment or addition to the Internal Revenue Code or to the Treasury Regulations, or any modification in Internal Revenue Service guidelines whether set forth in Internal Revenue Service rulings, other Internal Revenue Service pronouncements or otherwise. Such investments will mature in such amounts and at such times as, in the reasonable discretion of the Litigation Trustee at the times such investments are made, are necessary, appropriate or desirable with a view to providing funds when needed to make payments from the Litigation Trust Assets. Notwithstanding the foregoing, if the Litigation Trustee determines, in its reasonable discretion, that the administrative costs associated with such investment will exceed the return on such investment, it may direct that such cash not be invested. The Beneficiaries entitled to receive Pending Payments will be responsible for reporting their respective share of the income on investments of such amounts in the Trust Accounts and paying the applicable Taxes thereon in accordance with Section 10.4.2. The Litigation Trustee will be responsible for reporting all other income in each of the Trust Accounts and paying any applicable Taxes thereon in accordance with Section 10.4.3. The Litigation Trustee will be under no liability to accrue interest or produce income on any monies received by it hereunder and held for

distribution or payment to the Beneficiaries, except as such interest is actually received by the Litigation Trustee.

4.7 Prohibited Distributions – Disputed Claims{ TC “4.7 Prohibited Distributions – Disputed Claims” \12 \fC }. Notwithstanding anything to the contrary in this Agreement, no payments or distributions will be made on account of a Disputed Claim unless and until such Claim becomes an Allowed Claim and, accordingly, the Holder thereof becomes a Beneficiary. A Holder of a Disputed Claim that ultimately becomes an Allowed Claim will have recourse as a Beneficiary only to the undistributed cash held in the Claims Reserve of the General Trust Accounts (net of Taxes on such Claims Reserves) and not to any assets previously distributed to a Beneficiary on account of any Allowed Claim.

4.8 Trade or Business{ TC “4.8 Trade or Business” \12 \fC }. The Litigation Trustee will not at any time, on behalf of the Litigation Trust or the Beneficiaries, operate as a business entity within the meaning of Treasury Regulations section 301.7701-2, or engage in any trade or business as proscribed by Treasury Regulations section 301.7701-4(d), and the Litigation Trustee will not use or dispose of any part of the Litigation Trust Assets in furtherance of any trade or business. Notwithstanding the foregoing, the Litigation Trustee will not be prohibited from engaging in any trade or business for its own account, provided that such activity does not interfere with the Litigation Trustee’s administration of the Litigation Trust.

4.9 Court Approval of Litigation Trustee Actions{ TC “4.9 Court Approval of Litigation Trustee Actions” \12 \fC }.

4.9.1 Court Approval Generally Not Required{ TC “4.9.1 Court Approval Generally Not Required” \13 \fC }. Except as otherwise provided in this Agreement, the Litigation Trustee will not be required to obtain the order or approval of the Bankruptcy Court or any other court of competent jurisdiction in, or account to the Bankruptcy Court or any other court of competent jurisdiction for, the exercise of any right, power or privilege conferred hereunder.

4.9.2 Right to Seek Court Approval{ TC “4.9.2 Right to Seek Court Approval” \13 \fC }. Notwithstanding the foregoing, where the Litigation Trustee determines, in its reasonable discretion, that it is necessary, appropriate or desirable, the Litigation Trustee will have the right to submit to the Bankruptcy Court or any other court of competent jurisdiction any question or questions regarding any specific action proposed to be taken by the Litigation Trustee with respect to this Agreement, the Litigation Trust or the Litigation Trust Assets, including the administration and distribution of the Litigation Trust Assets and the termination of the Litigation Trust. Pursuant to the Plan, the Bankruptcy Court has retained jurisdiction for such purposes and may approve or disapprove any such proposed action upon motion by the Litigation Trustee.

4.9.3 Court Direction Absent Express Procedures{ TC “4.9.3 Court Direction Absent Express Procedures” \13 \fC }. For the avoidance of doubt, in the event that this Agreement does not expressly establish procedures governing the obligations of the Litigation Trustee established by this Agreement, the Litigation Trustee will take direction from the Bankruptcy Court or any other court of competent jurisdiction with respect to the fulfillment

of such obligations, including management of the Litigation Trust Assets, the creation of Claims Reserves, the distribution of Litigation Trust Assets, the recognition of Beneficiaries and the termination of the Litigation Trust.

4.9.4 No Liability{ TC “4.9.4 No Liability” \13 \fC }. In addition to the other limitations on liability set forth in this Agreement, the Litigation Trustee and the Litigation Trustee Representatives will have no liability for taking any action approved by the Bankruptcy Court or any other court of competent jurisdiction or for otherwise complying with an order of the Bankruptcy Court or any other court of competent jurisdiction.

ARTICLE V

DISTRIBUTIONS FROM THE LITIGATION TRUST{ TC “ARTICLE V DISTRIBUTIONS FROM THE LITIGATION TRUST” \L1 \fC }

5.1 Method of Distributions{ TC “5.1 Method of Distributions” \12 \fC }. The Litigation Trustee will make all distributions of cash required by this Agreement. The Litigation Trustee will serve without bond and may employ or contract with other entities to assist in or make the distributions required by this Agreement.

5.2 Delivery of Distributions{ TC “5.2 Delivery of Distributions” \12 \fC }.

5.2.1 General{ TC “5.2.1 General” \13 \fC }.

(a) Distribution to Prepetition First Lien Claim Beneficiaries. All distributions to Prepetition First Lien Claim Beneficiaries will be made to them at the [addresses provided by the Prepetition First Lien Agent.]

(b) Distributions to Prepetition Second Lien Claim Beneficiaries. All distributions to Prepetition Second Lien Claim Beneficiaries will be made to, or in accordance with the written instructions of, the Prepetition Second Lien Agent.

(c) Distributions to Prepetition General Unsecured Claim Beneficiaries. All distributions to Prepetition General Unsecured Claim Beneficiaries will be made to them at the addresses set forth in the Claims Report obtained in connection therewith on a Pro Rata basis based on Allowed Prepetition General Unsecured Claims, subject to the other provisions of this Article V.

(d) Tax Information. Prior to making any distribution to a Beneficiary, the Litigation Trustee may request written notification of the Beneficiary’s federal taxpayer identification number or social security number if the Litigation Trustee determines, in its reasonable discretion, that such information (a) is necessary to fulfill its Tax reporting and withholding obligations and (b) has not been provided in the applicable Claims Report or otherwise. The Litigation Trustee, in its reasonable discretion, may suspend distributions to any Beneficiary that has not provided its federal taxpayer identification number or social security number, as the case may be, after a request is made pursuant to and in accordance with the terms of this Section 5.2.1. If tax information is not provided within 120 days after such request, the Litigation Trustee may, but shall not be required to, seek an Order of the Bankruptcy Court, on at

least [30] days notice to such Beneficiary, to have its underlying claim expunged and its beneficial interest disallowed for all purposes of this Agreement. The Litigation Trustee shall seek such an Order of the Bankruptcy with respect to any Beneficiary that has not provided such requested tax information by the time the Chapter 11 Cases are closed; provided, however, that the Litigation Trustee shall be excused from such requirement in the event it has been determined that there will be no funds available for distribution to such Beneficiaries.

5.2.2 Undeliverable Distributions{ TC “5.2.2 Undeliverable Distributions” \13 \fC }.

(a) No Further Attempts At Delivery. If any distribution to a Beneficiary is returned to the Litigation Trustee as undeliverable, then unless and until the Litigation Trustee is notified in writing of such Beneficiary’s then-current address: (i) subject to Section 5.2.2(b), such undeliverable distribution will remain in the possession of the Litigation Trustee in the Undeliverable Cash Trust Account and no further attempt will be made to deliver such distribution and (ii) no attempt will be made to deliver subsequent distributions to such Beneficiary.

(b) Forfeiture and Redistribution. Any Beneficiary that does not assert a claim for an undeliverable distribution by delivering to the Litigation Trustee a written notice setting forth such Beneficiary’s then-current address within 180 days after the last date on which a distribution was deliverable to the Beneficiary will have its claim for undeliverable distributions discharged and will be forever barred from asserting such claim or any claim for subsequent distributions against the Litigation Trustee or the Litigation Trust Assets, whereupon all cash contained in the book-entry sub-account in the Undeliverable Cash Trust Account created for the benefit of such Beneficiary will be transferred to the General Trust Accounts for redistribution to Beneficiaries entitled to distributions therefrom. For purposes of any such redistribution, each Beneficiary in respect of which a claim for undeliverable distributions has been discharged as contemplated by this Section 5.2.2(b) will cease to be a Beneficiary.

(c) No Requirement to Attempt to Locate Beneficiaries. Nothing contained in the Plan will require the MAS Companies or the Litigation Trustee to attempt to locate any Beneficiary.

5.2.3 Annual Distributions of Net Income{ TC “5.2.3 Annual Distributions of Net Income” \13 \fC }. The Litigation Trustee will distribute at least annually to the Beneficiaries (as such may have been determined at such time) the net cash flow of the Litigation Trust (net of any payment of or provisions for Taxes), net of (a) balances outstanding under the Initial Funding Loan and any other indebtedness of the Litigation Trust, (b) amounts retained as reasonably necessary to maintain the value of the Litigation Trust Assets, to pay or reserve for unpaid and projected future Litigation Trust Expenses or to meet claims and contingent liabilities (including those related to Claims Reserves) as may be reasonably determined from time to time by the Litigation Trustee, and (c) funds already distributed and/or paid by the Litigation Trust. For purposes of distribution, net cash flow shall mean cash flow received from (a) the Actions or (b) the liquidation of any other non-cash property tendered to the Litigation Trust in connection with the Actions.

5.3 Means of Cash Payments{ TC “5.3 Means of Cash Payments” \12 \fC }.

Except as otherwise provided in this Agreement, cash payments made pursuant to this Agreement will be in United States currency by checks drawn on a General Trust Account or, at the option of the Litigation Trustee, by wire transfer from a domestic bank; provided, however, that cash payments to foreign Beneficiaries may be made, at the option of the Litigation Trustee, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. If a check included in a distribution to a Beneficiary is not cashed within 90 days of the issuance thereof, the Litigation Trustee will void such check and such distribution will be treated as undeliverable in accordance with Section 5.2.2(a).

5.4 Order of Distributions{ TC “5.4 Order of Distributions” \12 \fC }.

Subject to the terms of this Agreement, at such times as the Litigation Trustee deems appropriate (after consultation with, and approval by, the Oversight Committee), the Litigation Trustee will make distributions of Net Litigation Proceeds as follows:

(a) Prepetition First Lien Claim Beneficiaries shall be paid pro rata from the Litigation Trust Assets consisting of 30% of the Net Litigation Proceeds;

(b) Prepetition Second Lien Claim Beneficiaries shall be paid pro rata from the Litigation Trust Assets consisting of 60% of the Net Litigation Proceeds; and

(c) the Prepetition General Unsecured Claim Beneficiaries shall be paid pro rata from the Litigation Trust Assets consisting of 10% of the Net Litigation Proceeds;

provided that the Prepetition General Unsecured Claim Beneficiaries shall be entitled to a maximum aggregate distribution of \$2 million from the Litigation Trust Assets and, after such maximum has been reached, (i) the Prepetition First Lien Claim Beneficiaries shall be paid pro rata from the Litigation Trust Assets consisting of 30% of the Net Litigation Proceeds and (ii) Prepetition Second Lien Beneficiaries shall be paid pro rata from the Litigation Trust Assets consisting of 70% of the Net Litigation Proceeds.

5.5 Compliance with Tax Requirements{ TC “5.5 Compliance with Tax Requirements” \12 \fC }. To the extent applicable, the Litigation Trustee will comply with all Tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan will be subject to such withholding and reporting requirements. The Litigation Trustee will be authorized to take any actions that it determines, in its reasonable discretion, to be necessary, appropriate or desirable to comply with such withholding and reporting requirements. Notwithstanding anything to the contrary in this Agreement, each entity receiving a distribution of cash pursuant to this Agreement will have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on it by any governmental unit on account of such distribution, including income, withholding and other Tax obligations. For the sake of clarity, other than the requirement to comply with applicable law, neither this Agreement nor the Plan imposes any obligation on the Litigation Trustee to withhold any funds.

5.6 Compensation and Reimbursement for Services Related to Distributions{ TC “5.6 Compensation and Reimbursement for Services Related to Distributions” \12 \fC }. If the Litigation Trustee employs or contracts with a third-party disbursing agent to assist the Litigation Trustee in making the distributions called for under this Agreement, or if the Prepetition First Lien Agent or the Prepetition Second Lien Agent makes any distributions called for under this Agreement to one or more beneficiaries, such disbursing agent or Prepetition Agent will receive, without the need for further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services. These payments will be made on terms agreed to with the Litigation Trustee and will be paid to such disbursing agent or Prepetition Agent from funds in the General Trust Accounts. To assist in making distributions under this Agreement, notwithstanding anything to the contrary in this Agreement, the cash comprising Litigation Trust Assets may be held in the name of one or more such disbursing agents. Any such disbursing agent will invest the cash so held as directed by the Litigation Trustee, who will direct such disbursing agent to invest such cash only in Permitted Investments; provided, however, that should the Litigation Trustee determine, in its reasonable discretion, that the administrative costs associated with such investment will exceed the return on such investment, it may direct such disbursing agent to not invest such cash.

5.7 Payments Limited to Trust Accounts{ TC “5.7 Payments Limited to Trust Accounts” \12 \fC }. All payments or other distributions to be made by the Litigation Trustee in accordance with this Agreement will be made only from the Trust Accounts.

5.8 De Minimis Distributions to Prepetition General Unsecured Claim Beneficiaries{ TC “5.8 De Minimis Distributions to Prepetition General Unsecured Claim Beneficiaries” \12 \fC }. No distribution will be required to be made under this Agreement to any Prepetition General Unsecured Claim Beneficiary unless such Prepetition General Unsecured Claim Beneficiary is to receive at least \$50.00 or unless such distribution is the final distribution to such Prepetition General Unsecured Claim Beneficiary pursuant to this Agreement. The Litigation Trustee will hold any cash not distributed to a Prepetition General Unsecured Claim Beneficiary in accordance with the immediately preceding sentence in a book-entry sub-account in a General Trust Account for the benefit of such Beneficiary. All cash held in such book-entry sub-account for the benefit of such Beneficiary will be invested by the Litigation Trustee in a manner consistent with the investment and deposit guidelines set forth in this Agreement. The Litigation Trustee will distribute all cash contained in such book-entry sub-account (net of provision for taxes owing in respect of amounts included in each book-entry sub-account in accordance with Section 10.4.3) to such Beneficiary either (a) as part of the next distribution to such Beneficiary which together with amounts included in such book-entry sub-account is at least \$50.00 or (b) if no such distribution has occurred prior to the final distribution to Prepetition General Unsecured Claim Beneficiaries, as the final distribution to such Beneficiary.

ARTICLE VI

BENEFICIARIES{ TC “ARTICLE VI BENEFICIARIES” \L1 \FC }

6.1 Beneficial Interest{ TC “6.1 Beneficial Interest” \12 \fC }. Ownership of a beneficial interest in the Litigation Trust will not be evidenced by any certificate, security or

receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Litigation Trust by the Litigation Trustee. No claimant will have a beneficial interest in the Litigation Trust Assets until such time as the claimant's related Claim becomes an Allowed Claim pursuant to the mechanism for determining Allowed Claims prescribed in the Plan. Except as expressly provided in Section 12.1, beneficial interests or payments under this Agreement may not be assigned, alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

6.2 Exemption From Registration{ TC "6.2 Exemption From Registration" \12 \fC }. The parties hereto intend that the rights of the Beneficiaries arising under this Litigation Trust will not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights will not be securities or that their issuance under the Plan will be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemptions from registration provided by section 1145 of the Bankruptcy Code and by other applicable law to apply to their issuance under the Plan.

ARTICLE VII

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY{ TC "ARTICLE VII THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY" \L1 \FC }

7.1 Parties Dealing With the Litigation Trustee{ TC "7.1 Parties Dealing With the Litigation Trustee" \12 \fC }. In the absence of actual knowledge to the contrary, any person dealing with the Litigation Trust or the Litigation Trustee will be entitled to rely on the authority of the Litigation Trustee, acting through its directors, members, officers, employees, agents, professionals, principals and other representatives, to act in connection with the Litigation Trust Assets. There is no obligation on any person dealing with the Litigation Trustee to inquire into the validity or propriety of any transaction by the Litigation Trustee.

7.2 Limitation of Liability{ TC "7.2 Limitation of Liability" \12 \fC }. Notwithstanding anything to the contrary in this Agreement, in exercising the rights granted hereunder, the Litigation Trustee will use the same degree of care and skill as an individual of ordinary prudence, discretion and judgment would exercise or use in such individual's own affairs. The Litigation Trustee and the Litigation Trustee Representatives will not be liable with respect to any action it takes or omits to take in good faith with the consent, or at the direction, of the Oversight Committee to the extent this Agreement expressly contemplates the Oversight Committee may give such consent or direction. The Litigation Trustee and the Litigation Trust Representative will not be liable for punitive, exemplary, consequential, special or other damages for a breach of this Agreement under any circumstances, or for any other act or omission in connection with the performance of their duties or rights hereunder, not constituting bad faith, fraud, willful misconduct or gross negligence. The MAS Companies, the Litigation Trust, the Litigation Trustee and their respective directors, members, officers, employees, agents, professionals, principals and other representatives, acting in such capacity, will neither have nor incur any liability to any entity for any act taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, confirmation or consummation of this Agreement or any contract, instrument, release or other agreement or

document created or entered into, or any other act taken or omitted to be taken, in connection with this Agreement; provided, however, that the foregoing provisions of this paragraph will have no effect on (a) the liability of any entity (other than the Litigation Trustee or a Litigation Trustee Representative) that would otherwise result from the failure to perform or pay any obligation or liability under this Agreement or any contract, instrument, release or other agreement or document to be entered into or delivered in connection with this Agreement; or (b) the liability of any entity that otherwise would result from any act or omission to the extent that such act or omission is determined in a Final Order to have constituted bad faith, fraud, willful misconduct or gross negligence.

7.3 Indemnification{ TC “7.3 Indemnification” \l2 \fC }. The Indemnified Parties will be indemnified by the Litigation Trust from the Trust Accounts for any losses, claims, damages, liabilities or expenses, including reasonable attorneys’ fees, disbursements and related expenses, that the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of any action or omission or breach of contract by the Litigation Trustee in its capacity as such; provided, however, that the Litigation Trust will not be required to indemnify any Indemnified Party for any losses, claims, damages, liabilities or expenses, including reasonable attorneys’ fees, disbursements and related expenses, due to any action or omission or breach of contract by such Indemnified Party constituting bad faith, fraud, willful misconduct or gross negligence; provided further that (except as provided in the preceding proviso) nothing in this Section 7.3 will be deemed to restrict the Litigation Trustee’s right to receive an indemnity based on any act or omission taken in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Indemnified Parties will be entitled to obtain advances from the Trust Accounts to cover their expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of the Litigation Trustee in its capacity as such. Without limiting the generality or effect of the foregoing, within five (5) Business Days after written request by an Indemnified Party (including the Litigation Trustee) to the Litigation Trustee and the Oversight Committee, the Litigation Trustee will, in accordance with such request (but without duplication), from the Trust Accounts (a) pay such expenses on behalf of the Indemnified Party, (b) advance to the Indemnified Party cash in an amount sufficient to pay such expenses, or (c) reimburse the Indemnified Party for such expenses; provided, however, that the Indemnified Party provides an undertaking to repay the amount so paid, advanced or reimbursed to the Trust Accounts upon the entry of a Final Order finding that such Indemnified Party was not entitled to indemnity under the provisions of this Section 7.3.

ARTICLE VIII

SELECTION, REMOVAL AND COMPENSATION OF THE LITIGATION TRUSTEE{ TC “ARTICLE VIII SELECTION, REMOVAL AND COMPENSATION OF THE LITIGATION TRUSTEE” \l1 \fC }

8.1 Initial Litigation Trustee{ TC “8.1 Initial Litigation Trustee” \l2 \fC }. The initial Litigation Trustee will be Ocean Ridge Capital Advisors, LLC.

8.2 Term of Service{ TC “8.2 Term of Service” \12 \fC }. The Litigation Trustee will serve until the earliest of the Litigation Trustee’s resignation or removal or the termination of the Litigation Trust in accordance with this Agreement.

8.3 Resignation of the Litigation Trustee{ TC “8.3 Resignation of the Litigation Trustee” \12 \fC }. The Litigation Trustee may resign at any time by giving the Oversight Committee at least 30 days’ written notice of the Litigation Trustee’s intention to do so and filing such notice with the Bankruptcy Court. In the event of a resignation, the resigning Litigation Trustee (or the successor Litigation Trustee) will render to the Bankruptcy Court and the Oversight Committee a full and complete accounting of monies and assets received, disbursed and held during the term of office of the resigning Litigation Trustee. The resignation will be effective on the latest of (a) the date specified in the notice; (b) the date that is 30 days after the date the notice is delivered to the Oversight Committee; (c) the date the accounting described in the preceding sentence is delivered; (d) the date the successor Litigation Trustee accepts its appointment as such; and (e) the date that is 60 days after the date the notice is filed with the Bankruptcy Court. Notwithstanding the resignation of the Litigation Trustee pursuant to this Section 8.3, the rights of the resigning Litigation Trustee under Sections 7.2 and 7.3 with respect to acts or omissions occurring prior to the effectiveness of such resignation will continue for the benefit of such resigning Litigation Trustee following the effectiveness of such resignation.

8.4 Removal of the Litigation Trustee{ TC “8.4 Removal of the Litigation Trustee” \12 \fC }. The Litigation Trustee may be removed at any time by the Oversight Committee by giving written notice to the Litigation Trustee and filing such notice with the Bankruptcy Court, in which case the removal will be effective on the date specified in such notice. In addition, the Litigation Trustee may be removed by order of the Bankruptcy Court for good cause, which will mean any act or omission by the Litigation Trustee in connection with the performance of its rights or duties hereunder constituting bad faith, fraud, willful misconduct or gross negligence. The contingency compensation provisions of the Engagement Letter shall survive a termination without good cause, and, in the event that the Litigation Trustee is an individual, an inability to discharge his or her duties hereunder due to accident or physical or mental deterioration, upon motion of at least one member of the Oversight Committee. Notwithstanding the removal of the Litigation Trustee pursuant to this Section 8.4, (i) the rights of the removed Litigation Trustee under Section 7.2 and Section 7.3 with regard to acts or omissions occurring prior to the effectiveness of such removal will continue for the benefit of such removed Litigation Trustee following such removal, and (ii) any other amounts that may be or may become due and payable shall be determined in accordance with Engagement Letter.

8.5 Appointment of Successor Litigation Trustee{ TC “8.5 Appointment of Successor Litigation Trustee” \12 \fC }. Prior to the effectiveness of either the resignation of the Litigation Trustee pursuant to Section 8.3 or the removal of the Litigation Trust pursuant to Section 8.4, as the case may be, the Oversight Committee will (a) identify a successor Litigation Trustee to fill the vacancy and (b) inform the Bankruptcy Court of the identity and terms of engagement of such successor Litigation Trustee. Except as otherwise ordered by the Bankruptcy Court, any successor Litigation Trustee so appointed must consent to and accept in writing the terms of this Agreement and agree that the provisions of this Agreement are binding upon and inure to the benefit of the successor Litigation Trustee and all of such successor

Litigation Trustee's heirs and legal and personal representatives, successors or assigns. If the Oversight Committee does not identify a successor Litigation Trustee within 30 days of the delivery of a notice of resignation, the resigning Litigation Trustee will have the right to request that the Bankruptcy Court appoint a successor Litigation Trustee. In the event of the death of a Litigation Trustee that is an individual, the Oversight Committee will (a) identify a successor Litigation Trustee to fill the vacancy and (b) inform the Bankruptcy Court of the identity and terms of engagement of such successor Litigation Trustee.

8.6 Powers and Duties of Successor Litigation Trustee{ TC "8.6 Powers and Duties of Successor Litigation Trustee" \12 \fC }. A successor Litigation Trustee will have all the rights, powers, privileges and duties of its predecessor.

8.7 Trust Continuance{ TC "8.7 Trust Continuance" \12 \fC }. The resignation or removal of the Litigation Trustee will not terminate the Litigation Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Litigation Trustee.

8.8 Compensation and Costs of Administration{ TC "8.8 Compensation and Costs of Administration" \12 \fC }. The Litigation Trustee will receive fair and reasonable compensation for its services, which will be a charge against and paid out of the General Trust Accounts. The initial Litigation Trustee's fees are as set forth in the Engagement Letter. In addition, all reasonable costs and expenses incurred by the Litigation Trustee in administering the Litigation Trust, in carrying out its other responsibilities under this Agreement or in any manner connected, incidental or related thereto (including the cost of professionals or other persons or entities that may, in accordance with this Agreement, be employed by the Litigation Trustee) will be paid, at the direction of the Litigation Trustee, from the General Trust Accounts in accordance with the provisions of this Agreement. The terms of the Engagement Letter are incorporated herein by reference and for all purposes are deemed to be an integral part of this Agreement to the same extent as if restated in full herein.

ARTICLE IX

OVERSIGHT COMMITTEE{ TC "ARTICLE IX OVERSIGHT COMMITTEE" \L1 \fC }

9.1 Establishment of Oversight Committee{ TC "9.1 Establishment of Oversight Committee" \12 \fC }.

9.1.1 Membership{ TC "9.1.1 Membership" \13 \fC }. There will be a committee of five (5) individuals (the "Oversight Committee"), consisting initially of the following members:

(a) [insert name of entity], appointed by [insert name of entity] (the "Prepetition First Lien Member");

(b) [insert name of entity], appointed by [insert name of entity] (the "Prepetition Second Lien Member A");

(c) [insert name of entity], appointed by [insert name of entity] (the “Prepetition Second Lien Member B”);

(d) [insert name of entity], appointed by [insert name of entity] (the “Prepetition Second Lien Member C”); and

(e) [insert name of entity], appointed by [insert name of entity] (the “Prepetition General Unsecured Member”).

9.1.2 Term of Members{ TC “9.1.2 Term of Members” \13 \fC }. Each member of the Oversight Committee will serve until the earliest of (a) such member’s (i) death, (ii) resignation or (iii) removal and (b) the termination of the Litigation Trust in accordance with this Agreement; provided that the Prepetition General Unsecured Member shall no longer be a member of the Oversight Committee if, and after, the General Unsecured Claim Beneficiaries shall have received distributions of \$2 million from the Litigation Trust Assets in accordance with Section 5.4 above.

9.1.3 Resignation of Members{ TC “9.1.3 Resignation of Members” \13 \fC }. A member of the Oversight Committee may resign at any time by written notice to the Litigation Trustee and the other members of the Oversight Committee.

9.1.4 Removal of Members{ TC “9.1.4 Removal of Members” \13 \fC }. Any member of the Oversight Committee may be removed in the event that he or she has become unable to discharge his or her duties hereunder due to accident, physical deterioration or mental incompetence, for a consistent pattern of neglect and failure to perform, or to participate in performing, the duties of such member or for other good cause; such removal will be made by vote of the Oversight Committee or at the recommendation of the Litigation Trustee with the approval of the Bankruptcy Court. In addition:

(a) the Prepetition First Lien Member may be removed for any reason by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee;

(b) the Prepetition Second Lien Member A may be removed for any reason by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee;

(c) the Prepetition Second Lien Member B may be removed for any reason by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee; and

(d) the Prepetition Second Lien Member C may be removed for any reason by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee.

9.1.5 Filling of Vacancies{ TC “9.1.5 Filling of Vacancies” \13 \fC }. Vacancies on the Oversight Committee will be filled as follows:

(a) any vacancy resulting from the death, resignation or removal of the Prepetition First Lien Member will be filled with an individual designated by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee, whereupon the individual filling such vacancy will be deemed the Prepetition First Lien Member for all purposes of this Agreement;

(b) any vacancy resulting from the death, resignation or removal of the Prepetition Second Lien Member A will be filled with an individual designated by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee, whereupon the individual filling such vacancy will be deemed the Prepetition Second Lien Member A for all purposes of this Agreement; and

(c) any vacancy resulting from the death, resignation or removal of the Prepetition Second Lien Member B will be filled with an individual designated by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee, whereupon the individual filling such vacancy will be deemed the Prepetition Second Lien Member B for all purposes of this Agreement;

(d) any vacancy resulting from the death, resignation or removal of the Prepetition Second Lien Member C will be filled with an individual designated by [insert name of entity] upon written notice to the Litigation Trustee and the other members of the Oversight Committee, whereupon the individual filling such vacancy will be deemed the Prepetition Second Lien Member C for all purposes of this Agreement; and

(e) (i) any vacancy resulting from the death or resignation of the Prepetition General Unsecured Member will be filled with an individual designated in writing by the Prepetition General Unsecured Member as his or her successor prior to his or her death or the effectiveness of his or her resignation or, if the Prepetition General Unsecured Member did not so designate an individual as his or her successor, an individual designated by the Bankruptcy Court at the recommendation of the Litigation Trustee, whereupon the individual filling such vacancy will be deemed the Prepetition General Unsecured Member for all purposes of this Agreement and (ii) any vacancy resulting from the removal of the Prepetition General Unsecured Member will be filled by an individual designated by the Bankruptcy Court at the recommendation of the Litigation Trustee, whereupon the individual filling such vacancy will be deemed the Prepetition General Unsecured Member for all purposes of this Agreement.

9.2 Action by Oversight Committee{ TC “9.2 Action by Oversight Committee” \12 \fC }. So long as there are at least two members of the Oversight Committee then in office, the act of a majority of the members of the Oversight Committee then in office will be the act of the Oversight Committee with respect to any matter which requires the consent, direction or other act of the Oversight Committee.

9.3 Access to Professionals{ TC “9.3 Access to Professionals” \12 \fC }.

The members of the Oversight Committee will at all reasonable times have complete access to any professionals of other persons or entities retained by the Litigation Trustee on behalf of the Litigation Trust, and will also have complete access to all information generated by them or otherwise available to the Litigation Trust or the Litigation Trustee; provided that in no event will the members of the Oversight Committee have any right to consult with counsel to the Litigation Trust or obtain any information in such a manner as would result in the waiver of attorney-client or other applicable privilege belonging to the Litigation Trust.

9.4 Expenses of Members{ TC “9.4 Expenses of Members” \12 \fC }.

Members of the Oversight Committee will receive no compensation for their services from the Litigation Trust. However, the Litigation Trust will promptly reimburse each member of the Oversight Committee for any reasonable out-of-pocket expenses incurred by such member in connection with travel to or from meetings with the Litigation Trustee and/or other members of the Oversight Committee or otherwise in connection with the performance of such member’s duties as a member of the Oversight Committee in accordance with the provisions of this Agreement. Such reimbursement will be deemed a Litigation Trust Expense of the Litigation Trust.

9.5 Procedures for Consultation with and Obtaining the Consent of the Oversight Committees{ TC “9.5 Procedures for Consultation with and Obtaining the Consent of the Oversight Committees” \12 \fC }.

9.5.1 Consultation Process{ TC “9.5.1 Consultation Process” \13 \fC }.

(a) Information. In the event that Litigation Trustee is required to consult with the Oversight Committee pursuant to any provision of this Agreement, the Litigation Trustee will provide the Oversight Committee with written advance notice of the matter under consideration and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Litigation Trustee will also provide the Oversight Committee with such reasonable access to professionals or other persons or entities retained by the Litigation Trustee on behalf of the Litigation Trust as the Oversight Committee may reasonably request during the time that the Litigation Trustee is considering such matter and will also provide the Oversight Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Litigation Trustee; provided that in no event will the Oversight Committee or its members have any right to consult with counsel to the Litigation Trust or obtain any information in such a manner as would result in the waiver of attorney-client or other applicable privilege belonging to the Litigation Trust.

(b) Timing. In determining when to take definitive action on any matter subject to the consultation process set forth in this Section 9.5, the Litigation Trustee will take into consideration the time required for the Oversight Committee, if its members so wish, to consider such matter. In any event, the Litigation trustee will not take definitive action on any such matter until at least 10 Business Days after providing the Oversight Committee with the initial written notice that such matter is under consideration by the Litigation Trustee, unless such time period is waived by the Oversight Committee.

9.5.2 Consent Process{ TC “9.5.2 Consent Process” \13 \fC }.

(a) Information. In the event the Litigation Trustee is required to obtain the consent of the Oversight Committee pursuant to any provision of this Agreement, the Litigation Trustee will provide the Oversight Committee with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Litigation trustee proposes to take and explaining in detail the reasons why the Litigation Trustee desires to take such action. The Litigation Trustee will provide the Oversight Committee as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Litigation Trustee will also provide the Oversight Committee with such reasonable access to professionals or other persons or entities retained by the Litigation Trustee on behalf of the Litigation Trust as the Oversight Committee may reasonably request during the time that the Litigation Trustee is considering such action, and shall also provide the Oversight Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Litigation Trustee; provided that in no event will the Oversight Committee or its members have any right to consult with counsel to the Litigation Trust or obtain any information in such a manner as would result in the waiver of attorney-client or other applicable privilege belonging to the Litigation Trust.

(b) Timing. The Oversight Committee must consider in good faith and in a timely fashion any request for its consent by the Litigation Trustee and must in any event advise the Litigation Trustee in writing (including by electronic transmission) of its consent or its objection to the proposed action within 10 Business Days of receiving the original request for consent from the Litigation Trustee. If the Oversight Committee does not advise the Litigation Trustee in writing of its consent or its objections to the action within 10 Business Days of receiving notice regarding such request, the Oversight Committee’s consent to the proposed actions will be deemed to have been affirmatively granted. The Litigation Trustee will be entitled to rely on any written consent received from a member of the Oversight Committee believed by the Litigation Trustee to be genuine and delivered by such member.

(c) Disputes. If, after following the procedures specified in this Section 9.5.2, the Oversight Committee continues to object to the proposed action and to withhold its consent to the proposed action, the dispute may be resolved by the Bankruptcy Court upon motion by the Litigation Trustee.

9.6 Joint Interest{ TC “9.6 Joint Interest” \12 \fC }. It is expressly acknowledged that the members of the Oversight Committee and the Litigation Trustee share a joint interest in the successful prosecution of the Actions and entry into an arrangement to share information based upon such joint interest will be deemed sufficient to preserve and protect privilege.

ARTICLE X

MAINTENANCE OF RECORDS; REPORTING{ TC “ARTICLE X MAINTENANCE OF RECORDS; REPORTING” \L1 \FC }

10.1 Books and Records{ TC “10.1 Books and Records” \I2 \fC }. The Litigation Trustee will maintain books and records containing a description of all property from time to time constituting the Litigation Trust Assets (which assets will be valued consistently for all federal income Tax purposes), taking into account any changes to the known Litigation Trust Assets existing immediately prior to the Effective Date and scheduled on Exhibit B, and an accounting of all receipts and disbursements. Such books and records will be open to inspection by any Beneficiary, the Oversight Committee or any member thereof or the Bankruptcy Court at any reasonable time during normal business hours; provided that, in the case of a Beneficiary, such Beneficiary gives the Litigation Trustee at least three Business Day’s prior notice of such inspection. The fiscal year of the Litigation Trust will be the calendar year.

10.2 Reports to be Filed with the Bankruptcy Court{ TC “10.2 Reports to be Filed with the Bankruptcy Court” \I2 \fC }.

10.2.1 Quarterly Reports{ TC “10.2.1 Quarterly Reports” \I3 \fC }. Within 45 days after the end of each of the first three calendar quarters of each calendar year, the Litigation Trustee, on behalf of the Litigation Trust, will file a Quarterly Receipts/Disbursements Report with the Bankruptcy Court (unless the Chapter 11 Cases have theretofore been closed) and will deliver a copy thereof to each member of the Oversight Committee.

10.2.2 Annual Reports{ TC “10.2.2 Annual Reports” \I3 \fC }. Within 90 days after the end of each calendar year, the Litigation Trustee, on behalf of the Litigation Trust, will file an Annual Receipts/Disbursements Report with the Bankruptcy Court (unless the Chapter 11 Cases have theretofore been closed) and will deliver a copy thereof to each member of the Oversight Committee.

10.2.3 Current Reports{ TC “10.2.3 Current Reports” \I3 \fC }. In the event of developments affecting the Litigation Trust in any material respect (as determined by the Litigation Trustee in its reasonable discretion), the Litigation Trustee, on behalf of the Litigation Trust, will file promptly with the Bankruptcy Court (unless the Chapter 11 Cases have theretofore been closed) a Current Report and will deliver a copy thereof to each member of the Oversight Committee. Such Current Reports need not contain information that the Litigation Trustee determines in good faith could prejudice the prosecution of any Action.

10.2.4 Reports Available on Request{ TC “10.2.4 Reports Available on Request” \I3 \fC }. The Litigation Trustee will furnish or otherwise make available to any then-current Beneficiary, upon written request, a copy of: (a) the most recent Annual Receipts/Disbursements Report; (b) any Quarterly Receipts/Disbursements Report for any period subsequent to the period covered by the most recent Annual Receipts/Disbursements Report (or, if no Annual Receipts/Disbursements Report has yet been filed, for any period subsequent to the Effective Date); or (c) any Current Report filed subsequent to the period covered by the most

recent Annual Receipts/Disbursements Report (or, if no Annual Receipts/Disbursements Report has yet been filed, subsequent to the Effective Date).

10.3 Compliance with Federal Securities Laws{ TC “10.3 Compliance with Federal Securities Laws” \12 \fC }. The parties hereto do not anticipate that the Litigation Trust will be 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. However, if following the Effective Date the Litigation Trustee determines, based on the advice of counsel, that the Litigation 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 Litigation Trustee will take any and all actions to comply with such requirements.

10.4 Tax Returns and Payments{ TC “10.4 Tax Returns and Payments” \12 \fC }.

10.4.1 General{ TC “10.4.1 General” \13 \fC }. The Litigation Trustee will be responsible for filing all foreign, U.S. federal, state and local Tax returns for the Litigation Trust and for the timely preparation and distribution to the Beneficiaries of any necessary foreign, U.S. federal, state or local information returns. Notwithstanding anything to the contrary in this Agreement, the Litigation Trustee will not be obligated to deliver any such information returns to Holders of Disputed Claims in their capacity as such.

10.4.2 Pending Payments{ TC “10.4.2 Pending Payments” \13 \fC }. The Litigation Trustee will timely file Tax returns for the Trust Accounts (excluding any Claims Reserves) as a grantor trust and/or a liquidating trust under Treasury Regulations section 1.671-1(a) and/or Treasury Regulations section 301.7701-4(d) and related regulations with respect to Pending Payments. Pursuant to such provisions, for federal income Tax purposes the Litigation Trustee will allocate to Beneficiaries entitled to receive Pending Payments, their pro rata shares of any income or loss of the Trust Accounts, and such Beneficiaries will be subject to Tax on the Trust Accounts’ taxable income on a current basis.

10.4.3 Trust Accounts Exclusive of Pending Payments{ TC “10.4.3 Trust Accounts Exclusive of Pending Payments” \13 \fC }. With respect to (x) any Claims Reserves in the General Trust Accounts or the Additional Funding Trust Accounts and (y) the Undeliverable Cash Trust Account, the Litigation Trustee will timely (a) file such income Tax and other returns and statements as are required to comply with (i) the applicable provisions of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, including the requirements set forth in Treasury Regulations section 1.468B-9(c), and (ii) any applicable state and local law and the regulations promulgated thereunder and (b) pay from the applicable Trust Account any Taxes reported as owing on such returns and statements.

ARTICLE XI

DURATION OF THE LITIGATION TRUST{ TC “ARTICLE XI DURATION OF THE LITIGATION TRUST” \L1 \FC }

11.1 Duration{ TC “11.1 Duration” \I2 \fC }. The Litigation Trust will become effective upon the Effective Date. Thereupon, the Litigation Trust and its provisions herein will remain and continue in full force and effect until the Litigation Trust is terminated as contemplated in this Article XI.

11.2 Termination Upon Distribution of All Litigation Trust Assets{ TC “11.2 Termination Upon Distribution of All Litigation Trust Assets” \I2 \fC }. The Litigation Trustee will liquidate (including determining the proper recipients and amounts of distributions to be made from the Litigation Trust) and distribute the Litigation Trust Assets to the Beneficiaries. Upon (a) the payment of all Litigation Trust Expenses and any other obligations incurred in connection with administering the Litigation Trust; (b) the distribution of all remaining Litigation Trust Assets in accordance with the provisions of this Agreement; and (c) the completion of any necessary or appropriate reports, Tax returns or other documentation, the Litigation Trust will terminate and the Litigation Trustee will have no additional responsibility in connection therewith except as may be required to effectuate such termination under relevant law and except as described in Section 10.4.

11.3 Termination After Five Years{ TC “11.3 Termination After Five Years” \I2 \fC }. If the Litigation Trust has not been previously terminated pursuant to Section 11.2, on the fifth anniversary of the Effective Date, unless otherwise extended by the Bankruptcy Court due to the Litigation Trust’s necessity to complete its liquidating purpose, and provided such extension does not adversely affect the status of the Litigation Trust for federal income Tax or federal securities law purposes, the Litigation Trustee will distribute all of the Litigation Trust Assets to the Beneficiaries in accordance with this Agreement, unless directed to do otherwise by Order of the Bankruptcy Court. Any approval of such extension must be approved by the Bankruptcy Court within six months of the beginning of such extension. Within sixty (60) days after (a) the payment of all Litigation Trust Expenses and any other obligations incurred in connection with administering the Litigation Trust; (b) the distribution of all remaining Litigation Trust Assets in accordance with the provisions of this Agreement; and (c) the completion of any reports, Tax returns or other documentation determined by the Litigation Trustee, in its reasonable discretion, to be necessary, appropriate or desirable, the Litigation Trust will terminate and the Litigation Trustee will have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law and except as described in Section 10.4. The Litigation Trustee will have the right to apply to the Bankruptcy Court to extend the term of the Litigation Trust as contemplated above if the Litigation Trustee determines, in its reasonable discretion, that such extension is necessary to enable the Litigation Trust to complete its liquidating purpose.

11.4 Other Termination Procedures{ TC “11.4 Other Termination Procedures” \I2 \fC }. The Litigation Trustee will at all times endeavor to liquidate expeditiously the Litigation Trust Assets, and in no event will the Litigation Trustee unduly prolong the duration of the Litigation Trust. On termination of the Litigation Trust, the Litigation Trustee

will advise the Bankruptcy Court in writing of the Litigation Trust's termination. Notwithstanding the foregoing, after the termination of the Litigation Trust, the Litigation Trustee will have the power to exercise all the powers, authorities and discretion herein conferred solely for the purpose of liquidating and winding up the affairs of the Litigation Trust. For a period of five years after the distribution of all of the Litigation Trust Assets, the Litigation Trustee will retain the books, records and files that have been delivered to or created by the Litigation Trustee, at which time the Litigation Trustee may dispose of such books, records and files in any manner that the Litigation Trustee deems appropriate.

11.5 No Reversions{ TC "11.5 No Reversions" \12 \fC }. Notwithstanding anything to the contrary in the Plan or this Agreement, in no event will any of the Litigation Trust Assets revert to the MAS Companies upon termination of the Litigation Trust.

ARTICLE XII

MISCELLANEOUS{ TC "ARTICLE XII MISCELLANEOUS" \L1 \fC }

12.1 Limitation on Transferability{ TC "12.1 Limitation on Transferability" \12 \fC }.

12.1.1 No Transfer of Beneficial Interests{ TC "12.1.1 No Transfer of Beneficial Interests" \13 \fC }. It is understood and agreed that the beneficial interests in the Litigation Trust, and rights to any payments to be made to Beneficiaries hereunder, will be non-transferable during the term of this Agreement except with respect to a transfer by will or under the laws of descent and distribution or a transfer by operation of law. Such transfers will not be effective until appropriate written notification and proof thereof is submitted to the Litigation Trustee, and the Litigation Trustee may continue to pay all amounts to or for the benefit of the Beneficiaries until receipt of proper written notification and proof of any such transfer. The Litigation Trustee may rely upon such written proof without the requirement of any further investigation.

12.1.2 No Assignment{ TC "12.1.2 No Assignment" \13 \fC }. Neither the MAS Companies nor the Litigation Trustee may assign this Agreement without the prior written consent of the other.

12.2 Notices{ TC "12.2 Notices" \12 \fC }. All notices to be given to Beneficiaries may be given by regular mail, electronic transmission or delivered personally, to the Beneficiaries at the addresses appearing on the books kept by the Litigation Trustee. Any notice or other communication which may be or is required to be given, served or sent to the MAS Companies, the Litigation Trustee, the Oversight Committee will be in writing and will be sent by registered or certified mail, return receipt requested (postage prepaid), transmitted electronically, sent by hand delivery or sent by facsimile (if receipt is confirmed), addressed as follows:

- (a) If to the MAS Companies:
-

Facsimile: (____) _____

Facsimile: (____) _____

Facsimile: (____) _____

(Counsel to the MAS Companies)

(b) If to the Litigation Trustee:

Ocean Ridge Capital Advisors, LLC
56 Harrison Street
Suite 203A
New Rochelle, NY 10801
Attn: Bradley E. Scher
Facsimile: (914) 931-5287

with copy to:

Alan Halperin, Esq.
Halperin, Battaglia, Raicht, LLP
555 Madison Avenue, 9th Floor
New York, NY 10022
Facsimile: (212) 765-0964

(c) If to the Oversight Committee, to each member thereof at such member's address set forth on Exhibit E

or to such other address as may from time to time be provided in a written notice to each party.

12.3 No Bond{ TC "12.3 No Bond" \12 \fC }. Notwithstanding any state law to the contrary, the Litigation Trustee (including any successor) will be exempt from giving any bond or other security in any jurisdiction.

12.4 Governing Law; Submission to Jurisdiction; Service of Process{ TC “12.4 Governing Law; Submission to Jurisdiction; Service of Process” \12 \fC }.

This Agreement will be construed in accordance with and governed by the internal substantive law of the State of Delaware regardless of the laws that might otherwise govern under principles of conflict of laws applicable thereto. The Bankruptcy Court will have exclusive jurisdiction over any dispute arising out of or in connection with the transactions contemplated by this Agreement; provided, however, that, if the Chapter 11 Cases have been closed, no provision for retention of jurisdiction has been made and the Bankruptcy Court refuses to re-open the Chapter 11 Cases, any court before which such dispute may be brought within the State of Delaware, including the United States District Court for the District Court of Delaware, will have jurisdiction over such dispute. The parties to this Agreement consent to the exclusive jurisdiction of the Bankruptcy Court, or, if the Chapter 11 Cases have been closed, no provision for retention of jurisdiction has been made and the Bankruptcy Court refuses to re-open the Chapter 11 Cases, any court before which such dispute may be brought within the State of Delaware (including the United States District Court for the District of Delaware), and of the appropriate appellate courts therefrom, in any such dispute and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such dispute in such court or that any such dispute brought in such court has been brought in an inconvenient forum. This Agreement is subject to any order or act of the Bankruptcy Court applicable hereto. Process may be served on any party to this Agreement anywhere in the world, whether within or without the jurisdiction of any court to which the parties have submitted herein. Without limiting the foregoing, each party to this Agreement agrees that service of process on that party may be made upon the designated Person at the address provided in Section 12.2 and will be deemed to be effective service of process on that party.

12.5 Successors and Assigns{ TC “12.5 Successors and Assigns” \12 \fC }.

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and permitted assigns.

12.6 No Execution{ TC “12.6 No Execution” \12 \fC }.

All funds in the Litigation Trust will be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other person can execute upon, garnish or attach the Litigation Trust Assets or the Litigation Trust in any manner or compel payment from the Litigation Trust except by order of the Bankruptcy Court. Payment will be solely governed by the Plan and this Agreement.

12.7 Amendment{ TC “12.7 Amendment” \12 \fC }.

This Agreement may be amended only in writing and only by order of the Bankruptcy Court or by mutual agreement of the Litigation Trustee, the MAS Companies and each member of the Oversight Committee.

12.8 Severability{ TC “12.8 Severability” \12 \fC }.

If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

Meridian Automotive Systems, Inc.

Name:
Title:

**Meridian Automotive Systems - Angola
Operations, Inc.**

Name:
Title:

**Meridian Automotive Systems - Construction,
Inc.**

Name:
Title:

**Meridian Automotive Systems - Detroit
Operations, Inc.**

Name:
Title:

**Meridian Automotive Systems - Grand Rapids
Operations, Inc.**

Name:
Title:

**Meridian Automotive Systems - Heavy Truck
Operations, Inc.**

Name:

Title:

**Meridian Automotive Systems - Shreveport
Operations, Inc.**

Name:

Title:

**Meridian Automotive Systems - Mexico
Operations, LLC**

Name:

Title:

**Ocean Ridge Capital Advisers, LLC,
as Litigation Trustee**

Bradley E. Scher,
Managing Member

ENGAGEMENT LETTER

See attached engagement letter.

OCEAN RIDGE CAPITAL ADVISORS, LLC

56 Harrison Street
Suite 203A
New Rochelle, NY 10801
(914) 235-1075
(914) 931-5287 Fax

Bradley E. Scher
Managing Member

November __, 2006

MERIDIAN AUTOMOTIVE SYSTEMS, INC.

c/o Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

RE: Litigation Trust
Engagement Letter – Ocean Ridge Capital Advisors, LLC

Dear Gentlemen:

On behalf of Ocean Ridge Capital Advisors, LLC (“Ocean Ridge”), I am happy to provide Meridian Automotive Systems, Inc. and certain of its subsidiaries¹ (collectively, “Meridian”) with this proposal (the “Engagement Letter”) for Ocean Ridge to serve as the Litigation Trustee of the Litigation Trust (capitalized terms not defined herein shall have the meanings assigned to them pursuant to the draft Litigation Trust Agreement, filed on October 25, 2006).

Immediately upon an order of the Bankruptcy Court, Ocean Ridge will be appointed as Litigation Trustee of the Litigation Trust to serve in such capacity until the earlier of (i) termination of the Litigation Trust, (ii) its resignation as Litigation Trustee, or (iii) its removal as Litigation Trustee pursuant to the provisions of the Litigation Trust. Ocean Ridge, its members, shareholders, employees, agents, officers, directors, representatives, consultants, attorneys, financial advisors and contract employees will be entitled to all protections and indemnities provided for in the Litigation Trust Agreement and sections 7.2 and 7.3 of the Litigation Trust Agreement are incorporated herein as if restated in this agreement, and are integral parts hereof.

Ocean Ridge shall be compensated for its services as Litigation Trustee on a monthly basis at the following rates²:

| | |
|------------------|---|
| Bradley E. Scher | \$350.00 per hour |
| Staff Members | \$250.00 per hour (Staff to include, but not be limited to, David Black, Sylvie Robinson, Chuck Jennings) |

In addition, Ocean Ridge will be paid incentive compensation equal to five percent (5.0%) of all distributions made to Beneficiaries by the Litigation Trust (the “Contingency Compensation”), against which Ocean Ridge will apply a credit of one hundred percent (100%) of the hourly fees paid to it through the date of such distribution, with a true up of such credits at the time of each distribution to Beneficiaries. The Contingency

¹ Parties to this Engagement Letter shall include all parties to the Litigation Trust Agreement; namely, Meridian Automotive Systems, Inc., Meridian Automotive Systems – Angola Operations, Inc., Meridian Automotive Systems – Construction, Inc., Meridian Automotive Systems – Detroit Operations, Inc., Meridian Automotive Systems – Grand Rapids Operations, Inc., Meridian Automotive Systems –Heavy Truck Operations, Inc., Meridian Automotive Systems –Shreveport Operations, Inc., Meridian Automotive Systems –Mexico Operations, LLC, and such other subsidiaries as may be subsequently added as parties to the Litigation Trust Agreement.

² Hourly fees shall be capped at one million dollars (\$1,000,000), absent the express written consent of the Oversight Committee; however, there shall be no cap on the amount of incentive compensation awarded to Ocean Ridge during the term of the Litigation Trust Agreement.

Compensation provision shall survive removal of the Litigation Trustee without Cause. Cause shall mean the Litigation Trustee's willful misconduct, fraud or gross negligence with regard to the Litigation Trust.

In addition to the fees set forth above, the Litigation Trust shall pay directly or reimburse Ocean Ridge for all out-of-pocket expenses incurred in connection with this Agreement including, but not limited to, travel, lodging, meals, car rental, postage, telephone and facsimile charges of Ocean Ridge, Bradley Scher and Staff and the legal costs incurred by Ocean Ridge in connection with the Litigation Trust, including, without limitation, negotiating this Engagement Letter and Litigation Trust Agreement and enforcing their respective rights under this Engagement Agreement ("Expenses"). All domestic business air travel shall be in coach class and all international business air travel shall be in business class.

Ocean Ridge will not be obligated to make application to the Bankruptcy Court for payment of any fees or expenses contemplated hereunder. Ocean Ridge will at all times be engaged as an independent contractor for all purposes under this Engagement Letter and the Litigation Trust Agreement. As such, the Litigation Trust will not deduct or withhold any federal, state or local income taxes from the rates set forth above, and, on or before January 31st of each year during the term of Litigation Trust Agreement and on or before January 31st of the year following the termination of the Litigation Trust, or the resignation or termination of Ocean Ridge as Litigation Trustee pursuant to the Litigation Trust Agreement, the Litigation Trust shall issue to Ocean Ridge a Form 1099 in connection with the fees paid during the previous year.

The parties intend that an independent contractor relationship will be created by this Engagement Letter and the appointment of Ocean Ridge as Litigation Trustee. As an independent contractor, Ocean Ridge will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. As an independent contractor, neither Ocean Ridge, nor any of its employees, agents, professionals or contractors will be entitled to receive from the Litigation Trust any vacation pay, sick leave, retirement, pension, or social security benefits, workers' compensation, disability, unemployment insurance benefits, or any other employee benefits. Ocean Ridge will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business.

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof. Any controversy arising out of, or relating to, this Engagement Letter or any modification or extension thereof shall be settled by the Bankruptcy Court, or if the bankruptcy cases have been closed and no provision for the retention of jurisdiction have been made, by the Federal District Court or the appropriate State Courts residing within the Southern District of New York. In the event of a dispute between this Engagement Letter and the Trust Agreement, the Engagement Letter controls.

We confirm that Ocean Ridge, its employees, and its affiliates do not have any financial interest or business connection with Meridian other than as contemplated by this Engagement Letter, and we know of no fact or situation that would represent a conflict of interest for us with regard to Meridian.

Nothing contained in this Engagement Letter will prevent or limit Ocean Ridge from working for other clients during the term of its engagement as Litigation Trustee.

If any portion of this Engagement Letter shall be determined to be invalid or unenforceable, we each agree that the remainder shall be valid and enforceable to the maximum extent possible consistent with the purpose of this Engagement Letter.

This Engagement Letter contains the entire understanding of the parties relating to the subject matter hereof and may not be amended or modified in any respect except in writing signed by the parties. Ocean Ridge will not be responsible for performing any services not specifically described in this Engagement Letter, in the Litigation Trust Agreement (as may be further amended from time to time with the written consent of Ocean Ridge) or in a subsequent writing signed by the parties. Any ambiguity in this Engagement Letter shall not be construed against the draftsman.

All notices under this Engagement Letter shall be sufficient if delivered by registered or certified mail, overnight mail or personal service. Any notice shall be deemed to be given only upon actual receipt.

If these terms meet with your approval, please sign and return the enclosed copy of this Engagement Letter. This Engagement Letter may be signed in counterparts, and a facsimile signature shall be of the same force and effect as an original signature.

I look forward to working with you.

Sincerely yours,

Bradley E. Scher
Managing Member

Acknowledged and Agreed to:

Meridian Automotive Systems, Inc., on behalf of itself and certain of its subsidiaries.

By: _____

Its: _____

Dated: _____

INITIAL FUNDING LOAN

See attached promissory note.

LITIGATION TRUST SECURED CREDIT AGREEMENT

THIS LITIGATION TRUST SECURED CREDIT AGREEMENT (this “Agreement”), dated as of [_____], 2006 [**Insert Effective Date**], is made by and between Meridian Automotive Systems, Inc., as lender (“Lender”), and [The MAS Litigation Trust] (the “Litigation Trust”) created pursuant to the Litigation Trust Agreement (as defined below, the “Borrower”). Capitalized terms used but not defined herein shall have the meanings given thereto in the Litigation Trust Agreement.

RECITALS

WHEREAS, pursuant to the Litigation Trust Agreement and the Plan, Lender has agreed to provide the Loan to Borrower in an aggregate principal amount of \$2,000,000.00; and

WHEREAS, Lender is willing to provide the Loan upon terms and conditions consistent with the Plan and the Litigation Trust Agreement and as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

Article I. Definitions. Capitalized terms used herein shall have the following respective meanings and all section references in the following definitions shall refer to Sections of this Agreement:

“Bankruptcy Code” means title 11 of the United States Code, as in effect from time to time.

“Business Day” shall mean any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of New York.

“Collateral” shall mean all right, title and interest of Borrower and the Beneficiaries in, to and under, whether now existing or hereafter acquired, (a) the General Trust Accounts and any other deposit accounts and securities accounts from time to time maintained by Borrower (other than any Additional Funding Trust Account), and any and all cash held in the General Trust Accounts or any such other account, including any cash delivered by Lender pursuant to this Agreement on account of the Loan, and (b) all proceeds of the Litigation Trust Assets, including without limitation all proceeds of (i) the Actions and any and all proceeds derived from the Actions delivered to the Litigation Trust; (ii) the General Trust Accounts and any and all cash held in the General Trust Accounts, including any cash delivered by Lender pursuant to this Agreement on account of the Loan and any and all other cash constituting proceeds of Permitted Debt (other than cash held in an Additional Funding Trust Account constituting proceeds of Permitted Debt from sources other than Lender); (iii) any and all other property held from time to time by the Litigation Trustee pursuant to the Litigation Trust Agreement; (iv) any and all interest or other income earned on any of the foregoing; and (v) all proceeds of any portion of the Litigation Trust Assets comprised of any of the following: (a) all accounts and accounts

receivables now or hereafter existing evidencing or relating to the right to receive payment respecting any such accounts; (b) all chattel paper (whether tangible or electronic); (c) all contracts, contract rights or rights to the payment of money; (d) all documents; (e) all general intangibles including, without limitation, all payment intangibles; (f) all instruments (including promissory notes); (g) all equipment; (h) all software; (i) all inventory; (j) all patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, goodwill; (k) all other machinery, apparatus, equipment, computers, software, fittings, fixtures, furniture and furnishings; (l) all tort claims; (m) all deposit accounts and securities accounts; (n) all letters of credit (whether or not the letter of credit is evidenced by a writing) and letters of credit rights; (o) all securities and other investment property; (p) any and all deposits (general or special, including, but not limited to, indebtedness evidenced by certificates of deposit, whether matured or unmatured but not including trust accounts) and any other liabilities at any time held or owing by Lender to or for the credit or the account of the Borrower; (q) all supporting obligations; (r) any and all insurance claims or payments and proceeds; (s) all interest of the Borrower in any goods (including inventory, equipment and any accessories thereto); (t) all commercial tort claims; and (u) any and all products and proceeds of any of the foregoing. Notwithstanding the foregoing, Collateral shall not include (1) the Actions, (2) any Additional Funding Trust Account and any cash, securities or other property deposited into such Additional Funding Trust Account constituting proceeds of Permitted Debt from sources other than Lender, and (3) the cash, securities, or other property in the Undeliverable Cash Trust Account.

“Debt” means, as to any Person, (a) all obligations for such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations of such Person in respect of letters of credit, bankers acceptances, interest rate swaps, or other financial products, (c) all obligations of such Person to pay the deferred purchase price of assets or services, exclusive of trade payables, professional fees and other costs and expenses incurred in the ordinary and usual course of such Person’s business, and as to the Litigation Trust, its operations pursuant to the Litigation Trust Agreement, (d) all obligations or liabilities of others secured by a Lien on any asset owned by such Person, irrespective of whether such obligation or liability is assumed, to the extent of the lesser of such obligation or liability or the fair market value of such asset, and [(e) all contingent obligations of such Person (excluding any such contingent obligations comprised of contingency fees for attorney services and any contingent obligations of Borrower pursuant to the Litigation Trust Agreement)].

“Debtors” means, collectively, Lender, Meridian Automotive Systems - Angola Operations, Inc., Meridian Automotive Systems - Construction, Inc., Meridian Automotive Systems - Detroit Operations, Inc., Meridian Automotive Systems - Grand Rapids Operations, Inc., Meridian Automotive Systems - Heavy Truck Operations, Inc., Meridian Automotive Systems - Shreveport Operations, Inc., and Meridian Automotive Systems - Mexico Operations, LLC.

“Disclosure Statement” means that certain disclosure statement relating to the Plan, including without limitation, all exhibits and schedules thereto, as the same may be amended, supplemented or otherwise modified from time to time, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

“Dollars” means the lawful currency of the United States of America.

“Effective Date” shall mean the date specified by the Debtors in a notice filed with the Bankruptcy Court as the date on which the Plan shall take effect.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state, provincial or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

“Lender’s Account” shall have the meaning given thereto in Section 2.01.

“Lien” means any lien, mortgage, pledge, assignment (including any assignment of rights to receive payments of money) for security, security interest, charge, or encumbrance of any kind (including any conditional sale or other title retention agreement and any agreement to give any security interest).

“Litigation Trust Agreement” means that certain Litigation Trust Agreement, dated as of [____], 2006 by and among Debtors and the Litigation Trustee attached as Exhibit ___ to the Plan Supplement, dated _____, as such Litigation Trust Agreement may be amended, supplemented or otherwise modified from time to time.

“Loan” shall have the meaning given thereto in Section 2.01.

“Loan Documents” shall mean this Agreement and each control agreement, pledge agreement, security agreement, promissory note and other agreement (including any intercreditor agreement), instrument or document entered into or delivered, whether now or in the future, by Borrower and Lender in connection with this Agreement.

“Maturity Date” shall mean the earliest of (a) termination of the Litigation Trust Agreement pursuant to Section 11.2 thereof; (b) the date of acceleration of the Loan pursuant to Section 7.01; and (c) the second anniversary of the Effective Date.

“Obligations” means all loans (including the Loan), debts, principal, interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued), fees, expenses and other amounts owing by Borrower to Lender pursuant to or evidenced by this Agreement or any other Loan Document and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

“Permitted Debt” means, as to the Litigation Trust, any Debt from (i) Lender as directed or approved by the Oversight Committee, subject to approval by the Lender Board of Directors and mutually acceptable documentation; and (ii) sources other than Lender, whether secured or unsecured, on terms acceptable to the Litigation Trustee and Oversight Committee, provided, however, that any such secured or unsecured Debt is subordinate to the payment of the Loan

(provided, that payment subordination shall not be required to the extent the payment of such Debt is made exclusively from cash maintained in any Additional Funding Trust Account constituting proceeds of Debt from sources other than Lender) and the Lien in respect of any such secured Debt is junior and subordinate to the Liens securing the Loan.

“Permitted Lien” means (i) Liens created by this Agreement, (ii) Liens junior to the Liens created by this Agreement, (iii) Liens and/or rights of setoff of depository or financial institutions for customary fees, charges, and expenses related to such accounts, and (iv) Liens on the Additional Funding Trust Account(s) and the property contained therein constituting proceeds of Permitted Debt from sources other than Lender.

“Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, and governments and agencies and political subdivisions thereof.

“PIK Date” shall have the meaning given thereto in Section 2.03.

“PIK Interest” shall have the meaning given thereto in Section 2.03.

Article II. Loan; Terms of Payment.

Section 2.01 Loan. Subject to the terms and conditions set forth herein, Lender agrees to make a loan (the “Loan”) to Borrower on the Effective Date in an aggregate principal amount of \$2,000,000.00. Subject to the terms and conditions set forth herein, the Loan shall be made by Lender on the Effective Date. The aggregate outstanding principal balance of the Loan shall be due and payable in full, together with all accrued and unpaid interest thereon, in immediately available funds, on the Maturity Date, via electronic funds transfer to such deposit account as Lender may instruct Borrower in writing (the “Lender’s Account”). No payment or prepayment with respect to the Loan may be reborrowed.

Section 2.02 Prepayments.

(a) Voluntary Prepayments. Borrower may prepay all or any part of the principal amount of the Loan prior to the Maturity Date, without premium or penalty.

(b) Mandatory Prepayments.

(i) Proceeds of Collateral. In the event that Borrower receives any cash or proceeds in respect of the Collateral, whether such cash or proceeds are received in respect of a sale, assignment, participation or liquidation (in whole or in part) of any Collateral (such receipt, a “Receipt of Proceeds”), in respect of any Action or otherwise, Borrower promptly, and in any event within three (3) Business Days of its receipt of such cash or proceeds, shall repay the principal of the Loan then outstanding in an amount equal to the lesser of (x) the Prepayment Amount (net of any outstanding Litigation Trust Expenses), and (y) the aggregate principal

amount of the Loan then outstanding. For purposes herein, "Prepayment Amount" shall mean, with respect to any Collateral, (x) during the period beginning on the Effective Date and ending on the first anniversary of the Effective Date, 50% of the cash or proceeds received by or payable to Borrower in connection with such Collateral, (y) during the period beginning on the first anniversary of the Effective Date and ending eighteen months after the Effective Date, 67% of the cash or proceeds received by or payable to Borrower in connection with such Collateral, and (z) thereafter, 100% of the cash or proceeds received by or payable to Borrower in connection with such Collateral. Borrower agrees that it will hold in trust for Lender any Prepayment Amount due and payable hereunder that it receives in respect of the Collateral and will deliver such cash receipts to Lender as payment of principal of the Loan then outstanding, as and when required under this Agreement.

(i) Cash on Hand. In the event that Borrower has cash on hand at any time in excess of (x) during the period beginning on the Effective Date and ending eighteen months after the Effective Date, \$2,500,000, or (y) thereafter, \$2,000,000 (such excess, in each such event, the "Excess Cash Amount"), then, and in each such event, Borrower promptly, and in any event within three (3) Business Days, shall repay the principal of the Loan then outstanding in an amount equal to the lesser of (x) the Excess Cash Amount, and (y) the aggregate principal amount of the Loan then outstanding.

Section 2.03 Interest. The principal amount of the Loan, and all other Obligations not paid when due, shall bear interest at a per annum rate equal to five percent (5%) (the "Interest Rate") for the period from and including the Effective Date, or in the case of other Obligations, from the date such Obligations were past due, through and excluding the Maturity Date. Prior to the Maturity Date, all accrued interest shall be payable-in-kind in arrears on the first day of each calendar month occurring prior to the Maturity Date (each, a "PIK Date"), shall be compounded on each such PIK Date by being added to the principal of the Loan (all such payable-in-kind interest, "PIK Interest"), and shall thereafter accrue interest at the Interest Rate. Borrower shall pay to Lender in cash via electronic funds transfer all accrued and unpaid interest on the Loan, in arrears, on the Maturity Date. If any payment of principal or interest becomes due and payable on a day other than a Business Day, the maturity thereof will be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the Interest Rate during such extension. All computations of interest shall be made by Lender, or its designee, on the basis of a 365/6 day year for the actual number of days elapsed in the period for which such interest is payable.

Section 2.04 Payments.

(a) Borrower shall make each payment or prepayment under this Agreement by wire transfer to Lender's Account not later than 6:00 p.m. (Central time) on the day when due, in immediately available funds, in Dollars. For purposes of

computing interest as of any date, all payments received in Lender's Account in immediately available funds (a) prior to 6:00 p.m. (Central time) on a Business Day and (b) at any time on a day that is not a Business Day, in each case, shall be deemed received on the next Business Day. Payments received after 6:00 p.m. (Central time) on any Business Day shall be deemed to have been received on the next Business Day following such Business Day.

(b) All payments and prepayments made by Borrower pursuant to this Agreement shall be applied as follows: first, to interest then due and payable on the Loan; and second, to prepay the principal amount of the Loan until paid in full.

(c) All payments of principal, interest and other amounts shall be made without offset, counterclaim or deduction of any kind in lawful money of the United States of America and in immediately available funds at such location in the United States of America as Lender shall designate from time to time.

Section 2.05 Notation. Lender may record on its books the principal amount of the portion of the Loan owing to Lender, and the interests therein of Lender, from time to time and such records shall, absent manifest error, conclusively be presumed to be correct and accurate. In addition, Lender is authorized, at Lender's option, to note the date and amount of each payment or prepayment of principal of the Loan in its books and records, including computer records. Lender shall make available excerpts of its books and records containing such recordations and notations at the reasonable request of Borrower.

Article III. Representations and Warranties. Borrower represents and warrants to Lender, as of the date of this Agreement and as of the date of the Loan, as follows:

Section 3.01 The exact legal name, type of entity, organizational number, taxpayer identification number and chief place of business of the Litigation Trust is set forth on Schedule 1 hereto.

Section 3.02 Borrower has no deposit accounts or securities accounts other than the General Trust Accounts. No General Trust Account is subject to a Lien or control agreement in favor of any Person other than (i) Lender or, (ii) the applicable depository or financial institution in respect of liens and rights of setoff for fees, charges, and expenses related to such accounts.

Article IV. Security Interest.

Section 4.01 Grant of Security Interest. Borrower hereby pledges, assigns and grants to Lender a continuing Lien on all of Borrower's right, title and interest, whether now owned or hereafter acquired, in and to the Collateral to secure the prompt and complete payment and performance of the Obligations. Lender's Lien on the Collateral shall attach to all Collateral without further act on the part of Lender or any other Person.

Section 4.02 Additional Documents. Borrower authorizes Lender to file any financing statement necessary or desirable to perfect the Lien granted under this Agreement, and any continuation statement or amendment with respect thereto, in any

appropriate filing office without the signature of Borrower where permitted by applicable law. Borrower hereby ratifies the filing of any financing statement filed without the signature of Borrower prior to the date hereof. At any time upon the request of Lender, Borrower shall execute or deliver to Lender any and all financing statements, original financing statements in lieu of continuation statements, security agreements, pledges, assignments by way of security, endorsements of certificates of title, and all other similar documents, in form and substance reasonably satisfactory to Lender (collectively, the “Additional Documents”), and take any other actions, that Lender may request in its reasonable discretion to create, perfect and continue perfected or to better perfect Lender’s Lien on the Collateral, and in order to fully consummate all of the transactions contemplated hereby. To the maximum extent permitted by applicable law, Borrower authorizes Lender to execute any such Additional Documents and take any such other actions in Borrower’s name and authorizes Lender to file such executed Additional Documents in any appropriate filing office. Borrower hereby irrevocably makes, constitutes, and appoints Lender (and any of Lender’s officers employees, or agents designated by Lender) as Borrower’s true and lawful attorney, with power to (a) if Borrower refuses to, or fails timely to execute and deliver any of the Additional Documents, sign the name of Borrower on any of the Additional Documents, and (b) endorse Borrower’s name on any of its payment items (including all of its respective cash collections) that may come into Lender’s possession. The appointment of Lender as Borrower’s attorney, and each and every one of its respective rights and powers, being coupled with an interest, is irrevocable until all of the obligations under this Agreement have been fully and finally repaid and performed.

Section 4.03 Control Collateral. Borrower agrees that it will take any and all reasonable steps that Lender requests in order for Lender to obtain control of any Collateral in accordance with Sections 9-104, 9-105, 9-106, and 9-107 of the Uniform Commercial Code with respect to any of Borrower’s securities accounts and deposit accounts (including without limitation the General Trust Accounts), and investment property constituting Collateral. No arrangement contemplated hereby or by any control agreement in respect of any deposit accounts or securities accounts (including the General Trust Accounts) or other investment property shall be modified by Borrower without the prior written consent of Lender. Upon the occurrence and during the continuance of an Event of Default, Lender may notify any bank or securities intermediary to liquidate the applicable deposit account or securities account (including the General Trust Accounts) or any related investment property maintained or held thereby up to the amount of the Obligations and remit the proceeds thereof to Lender to be applied as payment of the Obligations under this Agreement. Borrower shall deliver to Lender in respect of the General Trust Accounts, within 30 Business Days after the Effective Date, one or more control agreements, in form and substance reasonably satisfactory to Lender, pursuant to which Lender obtains a first priority perfected Lien on the General Trust Accounts. Any fees and expenses incurred by Lender in connection with any control agreement executed in connection with any General Trust Account in effect on the date hereof or established within 180 days after the Effective Date shall not be reimbursable pursuant to Article VIII.

Article V. Covenants.

Section 5.01 Use of Proceeds. Borrower shall not use the proceeds of the Loan for any purpose other than to pay any Litigation Trust Expenses in accordance with the Litigation Trust Agreement.

Section 5.02 Disposition and Distribution of Trust Assets. Borrower shall not dispose of, transfer, sell, pledge or otherwise assign any of its right, title and interest in and to, or pay or distribute to any Beneficiary or any other Person, any item or portion of the Collateral, provided that, so long as no Event of Default is continuing or would result therefrom, Borrower may use cash in the General Trust Accounts if and to the extent permitted under the Litigation Trust Agreement (including, without limitation, that Borrower may use cash in the Undeliverable Cash Trust Account if and to the extent permitted under Section 3.3 of the Litigation Trust Agreement).

Section 5.03 General Trust Accounts. Borrower will establish and maintain the General Trust Accounts, and will deposit or cause to be deposited all cash delivered to, or otherwise received by, Borrower into the General Trust Accounts. Borrower will not transfer assets out of the Trust Accounts, except that, so long as no Event of Default is continuing or would result therefrom, Borrower may use cash in the Trust Accounts to the extent permitted under this Agreement and the Litigation Trust Agreement (including, without limitation, that Borrower may use cash in the Undeliverable Cash Trust Account if and to the extent permitted under Section 3.3 of the Litigation Trust Agreement). Borrower shall not open or maintain any deposit accounts or securities accounts, other than the Trust Accounts and any Additional Funding Trust Accounts opened and used solely for purposes of holding proceeds of Permitted Debt constituting Debt from sources other than Lender; provided, however, that Borrower may open one or more General Trust Accounts if and to the extent permitted under the Litigation Trust Agreement so long as Borrower gives Lender five (5) Business Days prior written notice thereof and delivers to Lender, concurrently with the opening of such account, a control agreement in respect thereof, in form and substance reasonably satisfactory to Lender. A list identifying all General Trust Accounts on the Effective Date is attached hereto as Schedule 1.

Section 5.04 Debt. Borrower shall not create, incur, assume, permit, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Debt, except Obligations evidenced by this Agreement and Permitted Debt.

Section 5.05 Liens. Borrower shall not create, incur, assume, or permit to exist, directly or indirectly, any Lien on or with respect to the Collateral, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens. Borrower shall not create, incur, assume, or permit to exist, directly or indirectly, any Lien on the Actions or any other Litigation Trust Assets if such Action or Litigation Trust Assets do not constitute Collateral; provided, however, that Borrower may create, incur, assume, or permit to exist, directly or indirectly, Liens on the Additional Funding Trust Accounts and the cash, securities and other property contained therein if and to the extent

such cash, securities and other property constitutes proceeds of Permitted Debt from sources other than Lender.

Section 5.06 Notice of Default. As soon as practicable, but in any event within five (5) Business Days after the Borrower becomes aware of the existence of any Event of Default, Borrower shall deliver written notice to Lender specifying the nature of such Event of Default.

Article VI. Events of Default. Any one or more of the following events shall constitute an event of default under this Agreement (provided that, solely with respect to the events described in Section 6.02, 6.03, 6.04, 6.05, 6.06, 6.07 or 6.09, the same shall remain unremedied until ten (10) Business Days after the occurrence of such event) (an "Event of Default"):

Section 6.01 Borrower fails to pay, on the Maturity Date or when otherwise due and payable hereunder (a) any principal of the Loan, (b) any interest (including any interest which, but for the provisions of the Bankruptcy Code, would have accrued on such amounts) on the Loan, or (c) any other portion of the Obligations (whether of costs and expenses reimbursable by Borrower hereunder or other amounts constituting Obligations);

Section 6.02 Borrower fails to perform, keep, or observe any other term, provision, covenant, or agreement contained in this Agreement or any other Loan Document;

Section 6.03 Any material portion of Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or (unless permitted by the terms of this Agreement) comes into the possession of any third Person and the same is not lifted or discharged before the earlier of thirty (30) days after the date it first arises or five (5) days prior to the date on which such property or asset is subject to forfeiture by Borrower;

Section 6.04 If a notice of Lien, levy or attachment is filed or issued by the United States or any department or instrumentality thereof or by any state, county, municipality or other governmental agency against all or any portion of the Collateral or a material portion of Borrower's property, which levy, Lien or attachment (i) would be entitled to priority over Lender's Liens on the Collateral and (ii) is not lifted or discharged within the earlier of (x) thirty (30) days of issuance or (y) five (5) days prior to the exercise of remedies with respect to any such levy, assessment or attachment;

Section 6.05 If any warranty or representation made herein or in any other Loan Document or delivered to Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect as of the date of issuance or making or deemed making thereof;

Section 6.06 If the obligation of Borrower under this Agreement or under any other Loan Document is limited or terminated by operation of law;

Section 6.07 If this Agreement or any other Loan Document that purports to create a Lien, shall, for any reason, fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien on the Collateral covered hereby or thereby;

Section 6.08 If the Litigation Trust Agreement is terminated prior to the indefeasible payment in full of the Obligations; or

Section 6.09 If any provision of any Loan Document shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by Borrower [or any other Person,] or a proceeding shall be commenced by Borrower [or any other Person] seeking to establish the invalidity or unenforceability thereof, or Borrower shall deny that it has any liability or obligation purported to be created under any Loan Document.

Article VII. Remedies.

Section 7.01 Rights and Remedies. During any Event of Default, Lender may (a) by notice to Borrower, declare the Loan and all other Obligations to be forthwith due and payable, whereupon all such Obligations shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which Borrower hereby expressly waives; (b) without notice to Borrower and without further action, apply any and all money owing by Lender to Borrower to the payment of the Obligations; (c) without notice to or demand upon Borrower, make such payments and do such acts as Lender considers necessary or reasonable to protect its Liens on the Collateral; (d) without notice to Borrower (such notice being expressly waived), and without constituting an acceptance of any collateral in full or partial satisfaction of an obligation (within the meaning of the Uniform Commercial Code), set off and apply to the Obligations any and all (i) balances and deposits of Borrower held by or for the benefit of Lender (including any amounts received in the General Trust Account), or (ii) indebtedness at any time owing to or for the credit or the account of Borrower held by Lender; (e) hold, as cash collateral, any and all balances and deposits of Borrower held by Lender, and any amounts received in the General Trust Account, to secure the full and final repayment of all of the Obligations; and (f) exercise any other rights and remedies available to it under the Uniform Commercial Code, by law or in equity or pursuant to any other Loan Documents.

Section 7.02 Remedies Cumulative. The rights and remedies of Lender under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided under the Uniform Commercial Code, by law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

Section 7.03 Marshaling. Lender shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other

assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Borrower hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Borrower hereby irrevocably waives the benefits of all such laws.

Article VIII. Indemnity. Borrower shall indemnify, defend and hold harmless Lender, and each of its affiliates, officers, directors, employees, advisors, attorneys, agents and representatives (each, an "Indemnified Person"), from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and actual out-of-pocket expenses (including attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal) which may be instituted or asserted against or incurred by any such Indemnified Person as the result of any action brought by any issuer of additional funding obtained by the Litigation Trust (other than by Lender) brought against any Indemnified Person as a result of credit having been extended under this Agreement and the other Loan Documents and the administration of such credit, and in connection with, relating to or arising out of the transactions contemplated hereunder and thereunder and any actions or failures to act in connection therewith, including any and all legal costs and expenses arising out of, relating to or incurred in connection with disputes between or among any parties to any of the Loan Documents (collectively, "Indemnified Liabilities"); provided, however, that Borrower shall not be liable for any indemnification to an Indemnified Person to the extent that any such suit, action, proceeding, claim, damage, loss, liability or expense results from that Indemnified Person's gross negligence or willful misconduct or from any event occurring on or prior to the Effective Date. NO INDEMNIFIED PERSON SHALL BE RESPONSIBLE OR LIABLE TO ANY OTHER PARTY TO ANY LOAN DOCUMENT, ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OF SUCH PERSON OR ANY OTHER PERSON ASSERTING CLAIMS DERIVATIVELY THROUGH SUCH PARTY, FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF CREDIT HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER ANY LOAN DOCUMENT OR AS A RESULT OF ANY OTHER TRANSACTION CONTEMPLATED HEREUNDER OR THEREUNDER.

Article IX. Expenses. Except as set forth in Section 4.03, Borrower agrees to pay, or reimburse Lender for, all of Lender's reasonable and documented out-of-pocket costs and expenses (including, without limitation, the reasonable fees, expenses and disbursements of counsel), incurred by Lender in connection with (i) the protection of the Liens under the Loan Documents; (ii) the ongoing administration hereof and of the Loan, including consultation with attorneys in connection therewith and with respect to Lender's rights and responsibilities hereunder and under the other Loan Documents; (iii)

the protection, collection or enforcement of any of the Obligations or the enforcement of any of the Loan Documents; (iv) the commencement, defense or intervention in any court proceeding relating in any way to the Obligations, this Agreement or any of the other Loan Documents; (v) the response to, and preparation for, any subpoena or request for document production with which Lender is served or deposition or other proceeding in which Lender is called to testify, in each case, relating in any way to the Obligations, this Agreement or any of the other Loan Documents; and (vi) any amendments, consents, waivers, assignments, restatements, or supplements to any of the Loan Documents and the preparation, negotiation, and execution of the same; provided, however that Borrower's obligation to reimburse Lender for expenses pursuant to this Article IX shall extend only to costs and expenses related to or incurred in connection with the Obligations and shall not include any expenses that Lender may incur as a result of the Litigation Trust's prosecution of the Actions under the Litigation Trust Agreement. Costs and expenses reimbursable in accordance herewith shall accrue interest at the Interest Rate and be payable in cash via electronic funds transfer on the Maturity Date.

Article X. Miscellaneous.

Section 10.01 No Assignment. Neither Borrower nor Lender may assign this Agreement without the prior written consent of the other.

Section 10.02 Notices. All notices to be given to Borrower and Lender may be given pursuant to Section 12.2 of the Litigation Trust Agreement.

Section 10.03 Governing Law; Submission to Jurisdiction; Service of Process. This Agreement will be construed in accordance with and governed by the internal substantive law of the State of Delaware regardless of the laws that might otherwise govern under principles of conflict of laws applicable thereto. The Bankruptcy Court will have exclusive jurisdiction over any dispute arising out of or in connection with the transactions contemplated by this Agreement; provided, however, that, if the Chapter 11 Cases have been closed and the Bankruptcy Court refuses to re-open the Chapter 11 Cases, any court before which such dispute may be brought within the State of Delaware, including the United States District Court for the District Court of Delaware, will have jurisdiction over such dispute. The parties to this Agreement consent to the exclusive jurisdiction of the Bankruptcy Court, or, if the Chapter 11 Cases have been closed and the Bankruptcy Court refuses to re-open the Chapter 11 Cases, any court before which such dispute may be brought within the State of Delaware (including the United States District Court for the District of Delaware), and of the appropriate appellate courts therefrom, in any such dispute and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such dispute in such court or that any such dispute brought in such court has been brought in an inconvenient forum. This Agreement is subject to any order or act of the Bankruptcy Court applicable hereto. Process may be served on any party to this Agreement anywhere in the world, whether within or without the jurisdiction of any court to which the parties have submitted herein. Without limiting the foregoing, each party to this Agreement agrees that service of process on that party may be made upon the designated

Person pursuant to Section 9.02 and will be deemed to be effective service of process on that party.

Section 10.04 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and permitted assigns.

Section 10.05 Amendment. This Agreement may be amended only in writing and only by order of the Bankruptcy Court or by mutual agreement of Borrower, (with the consent of a majority of the Oversight Committee) and Lender.

Section 10.06 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

Section 10.07 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile (or other electronic method of transmission) shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile (or other electronic method of transmission) also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document mutatis mutandis.

Section 10.08 Limited Recourse. It is expressly understood and agreed by the parties hereto that under no circumstances shall the Litigation Trustee or any Beneficiaries of the Litigation Trust be individually or personally liable for the payment of any indebtedness or expenses of the Litigation Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant to the extent made or undertaken herein by the Litigation Trust; provided, however, that nothing in this Section 10.08 shall limit the liability of Litigation Trustee for any act of conversion committed by Litigation Trustee with respect to the Trust Accounts and the Additional Funding Trust Accounts.

Section 10.09 Revival and Reinstatement of Obligations. If the incurrence or payment of the Obligations by Borrower or the transfer to Lender of any property should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer,

or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Borrower automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

THE [MAS LITIGATION TRUST],
as Borrower

by: Ocean Ridge Capital Advisors, LLC, solely
in its capacity as trustee for the Litigation Trust

by _____
Name:
Title:

MERIDIAN AUTOMOTIVE SYSTEMS, INC.,
as Lender

by _____
Name:
Title:

CERTAIN PERMITTED INVESTMENTS

LIST OF LITIGATION TRUST ASSETS

Capitalized terms used in this Exhibit D but not otherwise defined shall have the meaning given to such terms in the Plan.

Pursuant to Section 7.13 of the Plan, potential Avoidance Actions (other than any Avoidance Actions released pursuant to the terms of the Plan) and Reserved Actions have been identified and are to be contributed to the Litigation Trust for possible prosecution thereby. Upon information and belief, and without limitation, the entities (the “Entities”) listed in this Exhibit D below may be subject to Avoidance Actions under Chapter 5 of the Bankruptcy Code, as well as various Causes of Action arising under state law. Without limitation, all Reserved Actions and Avoidance Actions (other than Avoidance Actions that are released pursuant to the terms of the Plan) are preserved for the Litigation Trust. Such potential Avoidance Actions and Reserved Actions include, without limitation: voidable preferences; intentional and constructive fraudulent conveyances; unlawful distributions; unjust enrichment; civil conspiracy; breach of fiduciary duty; aiding and abetting breach of fiduciary duty; fraud; aiding and abetting fraud; deepening insolvency; gross negligence; negligent misrepresentation; fraud; waste; aiding and abetting waste; professional negligence; malpractice; and breach of contract. Certain of the potential Causes of Action are generally related to, *inter alia*, the solicitation, negotiation, closing, and use of funds in connection with the Debtors’ April 2004 secured credit facilities, and payments on debt and other transfers made within one year of the Petition Date, although in some instances any such payments or transfers may have been made more than one year prior to the Petition Date.¹

The Entities that are the potential defendants of any such Causes of Action include:

Bank of America (and affiliated entities)

Metropolitan Life Insurance Company (and affiliated entities)

The Northwestern Mutual Life Insurance Company (and affiliated entities)

Capital D’Amerique CDPQ Inc. (Caisse) (and affiliated entities)

Credit Suisse First Boston LP Holding, Credit Suisse First Boston USA (Inc.)
(and affiliated entities)

Bancamerica Capital Investors II, L.P. (and affiliated entities)

Skoog Family Limited Partnership (and affiliated entities)

Suez Capital Partners II, L.P. (and affiliated entities)

¹ To the extent any of the Entities listed on this Exhibit or other Persons receive(d) releases under the Plan, no Causes of Action shall be brought by the Litigation Trust in respect of any Cause of Action released under the Plan.

SCP II Associates (and affiliated entities)

Indosuez Capital Co-Invest Partners, L.P. (and affiliated entities)

Windward Capital Associates, Windward Capital Partners, L.P., Windward/Park AB III, L.L.C. (and affiliated entities)

PriceWaterhouseCoopers LLP

Goldman Sachs (and affiliated entities)

The Following Former Directors and Executive Officers of Meridian:

Robert H. Barton III (Chairman and Director);
H.H. (“Buddy”) Wacaser (President, Chief Executive Officer and Director);
Jon F. Baker (Executive Vice President of Engineering and Product Development);
Dean P. Vanek (Senior Vice President, General Counsel and Secretary);
Tony P. Baumgartner (Vice President of FEM/REM);
Jeff Anderson (Senior Vice President of Product Engineering)
Randall S. Wacaser (President of FEM/REM and Interior Group);
David B. White (Vice President of Sales);
Gurminder S. Bedi (Director);
Thomas C. Graham (Director);
Jeffrey J. Hodgman (Director);
A. Kipp Koester (Director);
Peter S. Macdonald (Director);
John F. Maypole (Director);
Donald A. McKay (Director);
Henry A. Nickol (Director);
Gary L. Swenson (Director);
Craig K. VanEss (Director);
Thomas K. Walker (Director)

Other Entities, including:

Peter N. Bakalis

Jose R. Garcia

Jack Skoog

Any “Meridian Covered Person” (as such term is defined in the Plan) listed on Exhibit A to the Plan, and each of Richard Quist, John Atkinson, and Jerry W. O’Millian, to the extent the Litigation Trust has a potential Cause of Action against any such Persons for fraud (including aiding and abetting fraud), willful misconduct (including willful breach of fiduciary duty) or gross negligence.

Milbank, Tweed, Hadley & McCloy LLP

Additionally, consistent with Section 7.12 of the Plan, whether named above or not, all rights and Avoidance Actions are also retained against (i) any Professional who performed accounting or auditing services for any of the Debtors prior to the Petition Date, (ii) the “Excluded Parties” listed on Exhibit C to the Plan and (iii) any Holder of a General Unsecured Claim that is, or at any time, was an “insider” within the meaning of Section 101(31) of the Bankruptcy Code.

The release under Section 10.3(a) of the Plan, solely with respect to the Meridian Covered Persons listed on Exhibit A thereto, is conditioned upon the execution of a reasonable cooperation agreement, the terms of which are subject to agreement by the Litigation Trustee; provided, that any such cooperation agreement shall not require any Meridian Covered Person to take any action which, in such Person’s reasonable judgment, may be inconsistent with any obligation imposed pursuant to any directors’ and officers’ insurance policies under which such Person is an insured party.