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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: § CHAPTER 11
DEPENDABLE AUTO SHIPPERS, INC.,¹ § CASE NO. 16-34855-bjh11
Debtors. § (Jointly Administered)
§

THIRD AMENDED PLAN OF LIQUIDATION

Dependable Auto Shippers, Inc. proposes the following Third Amended Plan of Liquidation:

Please note that this Plan only pertains to Dependable Auto Shippers, Inc. and its Creditors. DAS Global Services, Inc. and DAS Government Services, LLC have filed motions with the Court requesting either the dismissal of their Chapter 11 cases or their conversion to cases under Chapter 7 of the United States Bankruptcy Code. Therefore, Creditors holding Claims against DAS Global Services, Inc. and DAS Government Services, LLC will not be entitled to vote with respect to the proposed Plan and will not receive any distributions under the proposed Plan.

¹ The Debtors in these chapter 11 cases are: Dependable Auto Shippers, Inc. (Case No. 16-34855); DAS Global Services, Inc. (Case No. 16-34857); DAS Government Services, LLC (Case No. 16-34858). The Debtors' address is 3020 East Highway 80, Mesquite, Texas 75149.

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INTRODUCTION

Pursuant to Section 1121(c) of the Code², the Debtor and ADESA, Inc. hereby respectfully propose this Plan for the resolution of the outstanding claims against and any equity interests in the Debtor. The Plan is a liquidating plan and does not contemplate the continuation of the Debtor's business. The Debtor and ADESA are each a proponent of the Plan within the meaning of Section 1129 of the Code. Reference is made to the Disclosure Statement, distributed contemporaneously herewith, for a discussion of the Debtor's history, business, properties, and operations; a summary and analysis of this Plan; and certain related matters.

Nothing contained herein shall constitute an offer, an acceptance, or a legally binding obligation of any party in interest. This Plan is subject to approval of the Court and other customary conditions. This Plan is not an offer with respect to any securities. This is not a solicitation of acceptances or rejections of the Plan. Acceptances or rejections with respect to this Plan may not be solicited until a disclosure statement has been approved by the Court in accordance with Section 1125 of the Code. Such a solicitation will only be made in compliance with applicable provisions of securities and bankruptcy laws. **YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE (INCLUDING IN CONNECTION WITH THE PURCHASE OR SALE OF THE DEBTOR'S SECURITIES) PRIOR TO THE CONFIRMATION OF THIS PLAN BY THE COURT.**

ARTICLE I. DEFINED TERMS

1.1. Scope of Defined Terms.

For purposes of the Plan, the following terms shall have the meanings set forth below unless the context clearly requires otherwise. Any term used but not defined herein that is defined in the Code or the Bankruptcy Rules as the case may be, shall have the meaning ascribed in the Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular. The masculine gender shall include the feminine and the feminine gender shall include the masculine.

1.2. Defined Terms.

1.2.1. **ADESA**: means ADESA, Inc.

1.2.2. **ADESA Claim**: means the amount equal to the sum of the ADESA Secured Claim and the DIP Claim.

1.2.3. **ADESA Secured Claim**: means ADESA's claim arising pursuant to that pre-petition Credit Agreement dated December 20, 2016, supplemented and amended or otherwise modified from time to time (the "Pre-Petition Credit Agreement"), the Debtor borrowed \$1,070,960.00 plus interest, fees and expenses (the "Senior Pre-Petition Obligations") from ADESA upon the terms and conditions described in the Pre-Petition Credit Agreement (the "Pre-

² Unless otherwise defined in this Plan, all capitalized terms in this Introduction are as defined in Article I of this Plan.

Petition Secured Loan"). The Pre-Petition Secured Loan was evidenced by a pre-petition Promissory Note (Revolving Note) dated as of December 20, 2016 (the "Pre-Petition Note"). The Pre-Petition Note is secured by a first priority security interest in all of the Debtor's assets (the "Pre-Petition Collateral") pursuant to and as more fully described in the Security Agreement dated December 20, 2016 (the "Pre-Petition Security Agreement" together with the Pre-Petition Credit Agreement, the Pre-Petition Note, and all other agreements, documents and instruments executed in connection therewith, collectively the "Pre-Petition Financing Documents") and ADESA's claim pursuant to that certain December 19, 2016 Assignment, and Assumption Agreement (the "Paragon Debt Purchase Agreement") with IBCF and Paragon (collectively, the "Assignors") selling, transferring and assigning to ADESA all of the Assignors interest in that certain Securities Purchase Agreement, dated as of August 1, 2011 (as amended to date, the "Paragon Loan Agreement"), pursuant to which the Assignors had extended credit to DAS as evidenced by a Senior Secured Note, dated August 1, 2011 in the original principal amount of \$4,000,000 and a Senior Secured Note in the original principal amount of \$1,300,000 (collectively, the "Paragon Notes") in the current aggregate outstanding principal amount of \$6,076,476 plus interest, fees and expenses (the "Paragon Pre-Petition Obligations") originally secured by certain assets of DAS and certain of the shares of the capital stock of DAS (the "Paragon Pre-Petition Collateral, as more particularly set forth in the "Security Agreement," the "Stock Pledge Agreement" and the "Collateral Assignment Agreements" (collectively, the "Paragon Collateral Documents" and together with the Paragon Debt Purchase Agreement, Paragon Loan Agreement, the Paragon Notes, and all other agreements, documents and instruments executed in connection therewith, the "Paragon Loan Documents"). The Paragon Pre-Petition Collateral is comprised of certain assets and interests of DAS, including, but not limited to, equipment, intellectual property and proceeds thereof, and interests in a certain facility lease in Mesquite, Texas, all of which is included in Pre-Petition Collateral. DAS repurchased all shares of capital stock of DAS pursuant to that certain Securities Repurchase Agreement between the Assignors and DAS on December 19, 2016; and, as such, the Paragon Pre-Petition Collateral no longer includes any Interests in DAS.

1.2.4. **Administrative Claim**: means a Claim for payment of an administrative expense of a kind specified in Section 503(b) of the Code and entitled to priority in payment under Sections 507(a)(2), 507(b) or 1114(e)(2) of the Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtor (such as wages, salaries or commissions for services and payments for goods and other services and leased premises); (b) any indebtedness or obligations incurred or assumed by the Debtor after the Petition Date in the ordinary course of business in connection with the conduct of their business; (c) any Professional Fees incurred before the Effective Date; (d) all fees and charges assessed against the Estates under Chapter 123 of title 28 of the United States Code, sections 1911-30; (e) obligations designated as Allowed Administrative Claims pursuant to an order of the Court and (f) Claims under Section 503(b)(9) of the Code.

1.2.5. **Allowed**: means, with reference to any Claim, except as otherwise provided herein:

(i) a Claim that has been scheduled by the Debtor in its Schedules as other than disputed, contingent or unliquidated and as to which such Debtor, Liquidating Trustee or any other party in interest has not timely filed an objection in accordance with the Plan;

(ii) a Claim that either is not a Disputed Claim or has been allowed by a Final Order;

(iii) a Claim that is allowed (i) in any stipulation with a Debtor concerning the amount and nature of such Claim executed prior to the Confirmation Date and approved by the Court upon proper notice to the Debtor and other parties in interest; (ii) in any stipulation with a Debtor concerning the amount and nature of such Claim executed on or after the Confirmation Date and, to the extent necessary, approved by the Court or (iii) in any contract, instrument, indenture or other agreement entered into or assumed pursuant to the Plan;

(iv) a Claim relating to a rejected executory contract or unexpired lease that (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been timely filed; or

(v) a Claim that is allowed pursuant to the terms of the Plan; provided, however, unless otherwise specified herein or by order of the Court, the term “Allowed Claim” shall not, for any purpose under the Plan, include interest, penalties, premiums or late charges on such Claim from and after the Petition Date.

1.2.6. **Assets:** means all assets of the Debtor including the names of DAS, which includes Dependable Auto Shippers and DAS, as of this Court’s entry of the Confirmation Order except the Causes of Action, the Contribution, and any Assets that are Retained Assets including, Excluded Assets (as defined in the Asset Purchase Agreement).

1.2.7. **Bankruptcy Rules:** means the Federal Rules of Bankruptcy Procedure, as amended, or any successor rules.

1.2.8. **Buyer:** means ADESA or its assignee as provided for in the Asset Purchase Agreement attached to this Plan as Exhibit B or an entity that qualifies as the Buyer pursuant to § 6.1 of the Plan.

1.2.9. **Cases:** means the captioned chapter 11 cases of DAS, DAS Global and DAS Gov’t.

1.2.10. **Causes of Action:** means all of DAS’s actions, causes of action, choses in action, liabilities, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims, and crossclaims, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or unliquidated, contingent or non-contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the DAS Case, through and including the Effective Date, including, but not limited to, the Chapter 5 Causes of Action. Notwithstanding anything to the contrary in this definition, Causes of Action will not include any actions which may be brought to recover accounts receivables outstanding as of Closing.

1.2.11. **Chapter 5 Causes of Action**: means (i) any and all actions that are filed or that may be filed pursuant to the provisions of Sections 502(d), 510(c), 542, 544, 545, 547, 548, 549, 550, 551, and 553 of the Code, or applicable non-bankruptcy law that may be incorporated or brought under the foregoing sections of the Code; or (ii) any other similar actions or proceedings filed to recover property for or on behalf of the Estates or to avoid a lien or transfer.

1.2.12. **Claim**: means any obligation for which the Debtor or its property is liable and as defined in Sections 101(5) or 102(2) of the Code.

1.2.13. **Claims Bar Date**: means April 20, 2017, unless modified by entry of an Order of the Court.

1.2.14. **Closing**: means the occurrence of those events described in Article 6 of the Plan.

1.2.15. **Code**: means the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

1.2.16. **Confirmation Date**: means a determination by the Court by entry of the Confirmation Order that the Plan satisfies Section 1129 of the Code.

1.2.17. **Confirmation Hearing**: means the hearing required by Section 1128 of the Code.

1.2.18. **Confirmation Order**: means the order entered by the Court following the Confirmation Hearing confirming the Plan pursuant to Section 1129 of the Code.

1.2.19. **Contribution**: means payment by the Buyer of at least \$50,000.00.

1.2.20. **Court**: means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

1.2.21. **DAS or Debtor**: means Dependable Auto Shippers, Inc.

1.2.22. **DAS Case**: means the captioned chapter 11 of DAS.

1.2.23. **DAS Global**: means DAS Global Services, Inc.

1.2.24. **DAS Gov't**: means DAS Government Services, LLC.

1.2.25. **Disclosure Statement**: means a Disclosure Statement as described in Section 1125 of the Code and contemporaneously filed with this Plan.

1.2.26. **DIP Claim**: means the Super Priority Senior Secured Claim of ADESA allowed pursuant to any interim and final order granting the Debtors' Motions for an Interim and Final Order (I) Authorizing the Debtors to use Cash Collateral of Existing Secured Lender; (II) Granting Adequate Protection for use Thereof; (III) Authorizing the Debtors to Obtain Postpetition Financing Pursuant to Sections 364(b), 364(c), and 364(d) of the Code; (IV) Modifying the Automatic Stay to Allow for the Relief Requested Herein; and Scheduling Final Hearing [Docket Nos. 10 and 11] which is secured by the Debtor's Assets, and which is also a super priority Administrative Claim.

1.2.27. **Disputed Claim**: means a Claim, or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim, and in relation to a Class, a Disputed Claim in the particular Class described.

1.2.28. **Disputed Unsecured Claim**: Any Disputed Claim that is an Unsecured Claim.

1.2.29. **Disputed Claims Reserve**: means a segregated account for the payment of Disputed Claims that become Allowed Claims after the Effective Date, which reserve shall be held in trust and maintained by the Liquidating Trustee for the benefit of the Holders of Disputed Claims whose claims become Allowed.

1.2.30. **Effective Date**: means as defined in § 6.6 of the Plan.

1.2.31. **Encumbrance**: means any charge, claim, community property interest, condition, equitable interest, Lien, option, pledge, security interest, mortgage, right-of-way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income, exercise of any other attribute of ownership, or other similar encumbrances of any nature whatsoever.

1.2.32. **Estate**: means the estate created for the Debtor in the Case pursuant to Section 541 of the Code.

1.2.33. **Final Order**: means an order or judgment, the operation or effect of which is not stayed, as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

1.2.34. **Holder**: means any Entity holding a Claim, an Interest or a Liquidating Trust Interest.

1.2.35. **IBCF**: means Independent Bankers Capital Fund II LP.

1.2.36. **Interest**: means any equity interest in DAS including common or preferred stock.

1.2.37. **Liquidating Debtor**: means the Debtor from and after the Effective Date.

1.2.38. **Liquidating Trust**: means the trust described in Article V of the Plan to be established under Texas trust law that will effectuate the wind down of the Debtor, and make distributions pursuant to the terms of the Plan and Liquidating Trust Agreement. With respect to any action required or permitted to be taken by the Liquidating Trust, the term includes the Liquidating Trustee or any other person authorized to take such action in accordance with the Liquidating Trust Agreement.

1.2.39. **Liquidating Trust Agreement**: means the agreement, substantially in the form annexed hereto as Exhibit A, establishing the Liquidating Trust in conformity with the provisions of the Plan, which shall be approved in the Confirmation Order and entered into by the Debtor, on

behalf of the beneficiaries, and the Liquidating Trustee by the Effective Date pursuant to the terms of the Plan.

1.2.40. **Liquidating Trust Assets**: means all property and assets of DAS that are not a part of the Assets.

1.2.41. **Liquidating Trust Interest**: means as defined in the Liquidating Trust Agreement and as described in Article V of this Plan.

1.2.42. **Liquidating Trustee**: means the person appointed in accordance with Article V hereof to administer the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement.

1.2.43. **Noticing Agent**: means JND Legal Administration.

1.2.44. **Paragon**: means Paragon Mezzanine Finance Group, LLC.

1.2.45. **Petition Date**: means December 21, 2016.

1.2.46. **Plan**: means this Third Amended Plan of Liquidation as supplemented and amended.

1.2.47. **Priority Claim**: means a Claim entitled to priority of payment under Sections 507(a) and 503(b) of the Code including Administrative Claims.

1.2.48. **Professional Fee Claims**: means Administrative Claims as defined in § 12.20 of this Plan.

1.2.49. **Proof of Claim**: means a proof of Claim filed against the Debtor in this Case.

1.2.50. **Proponents**: means the Debtor and ADESA.

1.2.51. **Pro Rata**: means, with reference to any Distribution on account of any Allowed Claim in any Class, the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of Allowed Claims of the same Class (and, to the extent required for an interim distribution, and any reserve for Disputed Claims).

1.2.52. **Related Persons**: means, with respect to any Person, such Person's predecessors, successors and assigns (whether by operation of law or otherwise) and their respective present and former affiliates.

1.2.53. **Released Persons**: means the Debtor and any of their Related Persons (each solely in its capacity as such).

1.2.54. **Retained Assets**: means specific assets of the Debtor, if any, designated jointly by the Debtor and the Buyer prior to the Effective Date to be retained by the Liquidating Debtor, but only to the extent and for so long as such assets are retained by the Liquidating Debtor; provided, however, that the proceeds of such assets are deemed Liquidating Trust Assets.

1.2.55. **Sale of the Assets**: means the sale of the Assets pursuant to Section 363 of the Code and referred to in § 6.1 of this Plan.

1.2.56. **Schedules**: means the schedules of assets and liabilities, the list of Holders of Interest, and the statements of financial affairs filed by the Debtor in accordance with Section 521 of the Code, Bankruptcy Rule 1007, and the Official Forms of the Bankruptcy Rules, as such schedules and statements have been or may be amended or supplemented on or prior to the Confirmation Date.

1.2.57. **Secured Claim**: means a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected and enforceable under applicable law or by reason of a Final Order, or that is subject to setoff under Section 553 of the Code, to the extent of the value of the Holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Section 506(a) of the Code or (b) otherwise Allowed pursuant to the Plan as a Secured Claim.

1.2.58. **Securities Act**: means the Securities Act of 1933, as amended.

1.2.59. **Unimpaired**: means a Claim or Interest that is unimpaired within the meaning of Section 1124 of the Code.

1.2.60. **Unsecured Claim**: means any Claim that is not a Priority Claim, the ADESA Claim or a Secured Claim.

ARTICLE II. CERTAIN GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to the Plan:

2.1. **Various types of Claims are defined in the Plan.** Only Claims defined in the Plan or allowed pursuant to Sections 502 and 503 of the Code and filed and allowed in accordance with § 2.3 of this Plan and net of any offset shall be entitled to receive the treatment set forth in Article IV of this Plan. Nothing in the Plan shall prohibit the Trustee from (i) except for the ADESA Claim, challenging the extent, validity or priority of any Claim or lien securing any Claim against Debtor, or (ii) except for the ADESA Claim, seeking subordination of any Claim pursuant to Section 510(c) of the Code. The Plan resolves all Claims against Debtor of whatever character, whether liquidated or unliquidated, contingent or fixed, matured or unmatured, disputed or undisputed, and whether or not liquidated or allowed by the Court pursuant to Section 502 of the Code. To the extent that any offset is recognized hereby, Section 362 of the Code shall be deemed modified upon the Effective Date to permit such offset.

2.2. **Preserved Liens.** No lien or encumbrance of any creditor shall survive after the Effective Date except as expressly provided in the Plan.

2.3. **Allowance of Claim.** In order for a Claim to be allowed for purposes of this Plan, it must be filed or deemed filed as required by Bankruptcy Rule 3003. A proof of claim for each of the following Claims shall be filed, if at all, within the time set forth below:

2.3.1. A proof of claim for a Claim arising by reason of certain expenses incurred or contribution made pursuant to Section 503(b)(3), (4), or (5) of the Code, shall be filed on or before twenty (20) days after Confirmation.

2.3.2. No proof of claim need be filed for Administrative Expenses or fees of the United States Trustee imposed by 28 U.S.C. § 1930(a)(6).

2.3.3. Any Claim for cure under Section 1124 of the Code shall be filed at or before Closing.

2.3.4. Any Claim or Interest, for which a proof of claim must be filed in accordance with this § 2.3 or pursuant to Bankruptcy Rule 3003(c)(2) shall only be allowed if a proof of claim or proof of interest is filed in full conformity with: (a) this § 2.3; (b) the Claims Bar Date; or (c) a Final Order of the Court. A Claim or Interest shall be disallowed if proof thereof is not timely filed or allowed in accordance with the foregoing.

2.4. Consummation of Plan. The Plan shall be substantially consummated upon Closing.

2.5. Claims Against Third Parties. The treatment afforded any Claim under the Plan shall not serve to release, compromise, waive or discharge any rights or claims which the Holder of such Claim may have against an entity other than the Debtor.

2.6. Classification of Claims and Interests. Claims and Interests are classified as set forth in Article III. A Claim or Interest shall be deemed classified within a particular class only to the extent that the Claim or Interest fits the description of that class. To the extent that any portion of a Claim or Interest does not fit the description of such class, but fits the description of a different class, the Claim or Interest shall be classified in such different class. A creditor may have a Claim that falls within one or more classes. Those Claims specified in Sections 507(a)(1), 507(a)(2), and 507(a)(8) of the Code and included within the definition of Class 1 have been so described therein for convenience only, and shall not be deemed classified for purposes of Section 1123(a)(1) of the Code.

2.7. Preservation of Causes of Action. All Causes of Action are preserved for the benefit of the Liquidating Trust.

ARTICLE III. CLASSIFICATION

Claims and Interests shall be classified as follows:

3.1. Class 1: Priority Claims. To the extent not classifiable pursuant to Section 1123(a)(1) of the Code, Priority Claims are included in Class 1 for convenience only. Class 1 Claims are Unimpaired.

3.2. Class 2: The ADESA Claim: Class 2 Claim is Impaired.

3.3. Class 3: Other Secured Claims: Class 3 Claims are Unimpaired.

- 3.4. Class 4: Secured Tax Claims: Class 4 Claims are Unimpaired.
- 3.5. Class 5: Secured Claim of Engs Commercial Finance: Class 5 Claims are Impaired.
- 3.6. Class 6: Unsecured Claims: Class 6 Claims are Impaired.
- 3.7. Class 7: Interests of DAS: Class 7 Interests are Impaired.

ARTICLE IV. TREATMENT

Claims against DAS and Interests in DAS shall receive the following treatment at or as soon as practicable after Closing:

4.1. Class 1 (Priority Claims). Each Holder of a Class 1 Claim will be paid on the later of the Effective Date or within seven (7) days of the claim becoming Allowed. Each Holder of an Allowed Priority Claim shall receive, in full and final satisfaction of such Claim, one of the following treatments, in the sole discretion of the Debtor or the Trustee, as the case may be: (i) full payment in cash of its Allowed Priority Claim or (ii) treatment of its Allowed Priority Claim in a manner that leaves such Claim Unimpaired. Priority Claims will be paid by the Buyer. Claims in these classes are Unimpaired. In accordance with Section 1126(f) of the Code, the Holders of these Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

4.2. Class 2 (ADESA Claim). The Holder of the Class 2 Claim:

4.2.1. If ADESA is the highest bidder for the Assets pursuant to Article VII of this Plan, the ADESA Claim shall be satisfied by the transfer of title of the Assets to ADESA pursuant to the terms of an Asset Purchase Agreement substantially in the form attached hereto as Exhibit B, plus, ADESA's payment of the Contribution to the Liquidating Trust and ADESA's payment of Allowed Administrative Claims and Allowed Priority Claims; or

4.2.2. If ADESA is not the successful purchaser for the Assets pursuant to Article VII, ADESA shall receive on account of the ADESA Claim the full amount of the ADESA Claim in cash at Closing; if there is any dispute respecting the amount of the Class 2 Claim, the Court shall adjudicate such dispute upon notice and a hearing.

4.2.3. The ADESA Claim is Impaired. The Holder of the ADESA Claim is entitled to vote on the Plan.

4.3. Class 3 (Other Secured Claims). The Claims of Creditors in Class 3 are Unimpaired. Class 3 shall contain separate subclasses for each Other Secured Claim against the Debtor. The treatment of each separate class will be treated as follows:

4.3.1. Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall, in full and final satisfaction of such Allowed Other Secured Claim be paid cash in an amount equal to the Allowed amount of such Claim as determined in accordance with Section 506(a) of the Code, on the

Effective Date or as soon thereafter as practicable, or receive the Collateral securing its Allowed Other Secured Claim on the Effective Date or as soon thereafter as practicable.

4.3.2. Notwithstanding any other provision in this § 4.3 of the Plan, any Holder of a Class 3 Claim may agree to any treatment of such Claim, which treatment may include preservation of such Holder's Lien; provided that such treatment shall not provide a return to such Holder, by reason of such Class 3 Claim, having a present value in excess of the amount of such Secured Claim.

4.3.3. The Holders of Claims in Class 3 are Unimpaired. In accordance with Section 1126(f) of the Code, the Holders of these claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

4.4. Class 4 (Secured Tax Claims). On or as soon as reasonably practicable after the Effective Date or the Allowance of Class 4 Claim, the Holder of an Allowed Class 4 Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Claim, (a) cash equal to the value of such Claim, including interest thereon at the rate provided under applicable non-bankruptcy law or (b) such other treatment as may be agreed upon in writing by the Debtor and such Holder. To the extent Debtor cannot pay the Allowed Secured Tax Claims, Allowed Secured Tax Claims will be paid by Buyer. Secured Tax Claims are Unimpaired. In accordance with Section 1126(f) of the Code, the Holders of these Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

4.5. Class 5 (Secured Claim of Eng's Commercial Finance). On or as soon as reasonably practicable after the Effective Date or the Allowance of the Class 5 Claim, Eng's Commercial Finance ("Eng's") shall take possession of its collateral in full satisfaction of its Claim. The Claim of Eng's is Impaired. The Holder of the Eng's Claim is entitled to vote on the Plan.

4.6. Class 6 (Unsecured Claims). Each Holder of a Class 6 Claim shall receive periodic Pro Rata distributions from the Liquidating Trust.

4.6.1. Cisco Systems Capital Corporation's ("Cisco") claim will be resolved by: (1) the Agreement to Lease Equipment No. 8351-MM001-0 between Cisco and DAS (the "Cisco Lease") being rejected no later than Closing; (2) returning to Cisco its equipment; (3) Cisco having an Allowed Administrative Expense Claim calculated by determining the benefit to the Debtor of use of the equipment under the Cisco Lease Post-Petition; and (4) Cisco having an Allowed General Unsecured Claim equal to damages incurred based on the rejection of the Cisco Lease.

4.6.2. For purposes of voting, American Express Bank, FSB's claim will be treated as a Class 6 Claim. To the extent that American Express Bank, FSB's claim is secured, its Allowed Claim will be treated as a Class 3 Claim.

4.6.3. The Holders of Class 6 Claims are Impaired. The Holders of Class 6 Claims are entitled to vote on the Plan.

4.7. Class 7 (Interests). Each Holder of Interests in Class 7 shall receive nothing on account of such Interests. All Interests shall be cancelled effective at Closing. Holders of Claims in this class are conclusively deemed to reject the Plan and are not entitled to vote to accept or reject the Plan.

ARTICLE V. THE LIQUIDATING TRUST

5.1. Establishment and Administration of Liquidating Trust.

5.1.1. On the Effective Date, the Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purpose of, among other things, (i) investigating and, if appropriate, pursuing Causes of Action (ii) administering and pursuing the Liquidating Trust Assets, (iii) resolving all Disputed Claims, and (iv) making all distributions from the Liquidating Trust as provided for in the Plan and the Liquidating Trust Agreement. The Liquidating Trust Agreement is incorporated herein in full and is made a part of this Plan as if set forth herein.

5.1.2. Upon execution of the Liquidating Trust Agreement, the Liquidating Trustee shall be authorized to take all steps necessary to complete the formation of the Liquidating Trust; provided, that, prior to the Effective Date, the Debtor or the Liquidating Trustee, as applicable, may act as organizers of the Liquidating Trust and take such steps in furtherance thereof as may be necessary, useful or appropriate under applicable law to ensure that the Liquidating Trust shall be formed and in existence as of the Effective Date. The Liquidating Trust shall be administered by the Liquidating Trustee in accordance with the Liquidating Trust Agreement. The Liquidating Trust shall have authority to incur indebtedness in furtherance of its objectives.

5.1.3. It is intended that the Liquidating Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulations Section 301.7701-4(d) and as a “grantor trust” within the meaning of Sections 671 through 679 of the Internal Revenue Code. In furtherance of this objective, the Liquidating Trustee shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the Liquidating Trust. All assets held by the Liquidating Trust on the Effective Date shall be deemed for federal income tax purposes to have been distributed by the Debtor on a Pro Rata basis to Holders of Allowed Unsecured Claims and then contributed by such Holders to the Liquidating Trust in exchange for the Liquidating Trust Interests. All Holders of Unsecured Claims have agreed to use the valuation of the assets transferred to the Liquidating Trust as established by the Liquidating Trustee for all federal income tax purposes. The beneficiaries under the Liquidating Trust will be treated as the deemed owners of the Liquidating Trust. The Liquidating Trust will be responsible for filing information on behalf of the Liquidating Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

5.2. Assets of the Liquidation Trust.

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtor will transfer and assign to the Liquidating Trust the Liquidating Trust Assets, which shall be deemed vested in the Liquidating Trust. On and after the Effective Date, the Liquidating Trustee shall have discretion with respect to the timing of the transfers of Liquidating Trust Assets. Any checks of the Debtor issued prior to the Effective Date that remain un-cashed three (3) months after the Confirmation Date shall revert to the Liquidating Trust. The Liquidating Trust will hold and

administer, among other things, (i) cash in bank account(s) and (ii) the Disputed Claims Reserve.

5.3. Rights and Powers of the Liquidating Trust and the Liquidating Trustee.

5.3.1. The Liquidating Trustee shall be deemed the Estate's representative in accordance with Section 1123 of the Code and shall have all the rights and powers set forth in the Liquidating Trust Agreement, including, without limitation, the powers of a trustee under Sections 704 and 1106 of the Code and Rule 2004 of the Bankruptcy Rules, including without limitation, the right to (i) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan and the Liquidating Trust Agreement; (ii) prosecute, settle, abandon or compromise any Causes of Action without the need of Court approval; (iii) make distributions contemplated by the Plan and the Liquidating Trust Agreement, (iv) establish and administer any necessary reserves for Disputed Claims that may be required; (v) object to Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Court such objections; (vi) employ and compensate professionals (including professionals previously retained by the Debtor), provided, however, that any such compensation shall be made only out of the Liquidating Trust Assets; and (vii) file all federal, state and local tax returns if necessary.

5.3.2. The Liquidating Trust shall assume any outstanding responsibility of the Debtor under the Plan.

5.3.3. The Liquidating Trustee shall have the full authority to take any steps necessary to administer the Liquidating Trust Agreement, including without limitation, the duty and obligation to liquidate Liquidating Trust Assets, to make distributions therefrom in accordance with the provisions of this Plan and to pursue, settle or abandon any Causes of Action all in accordance with the Liquidating Trust Agreement.

5.3.4. On or before the Effective Date, the Debtor shall transfer to the Liquidating Trustee the Debtor's evidentiary privileges, including the attorney/client privilege, solely as they relate to Causes of Action. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Code for such relief. Upon such transfer, the Debtor and the Estate shall have no other further rights or obligations with respect thereto.

5.3.5. On the Effective Date, each Holder of an Allowed Unsecured Claim shall, by operation of the Plan, receive its Pro Rata share of the Liquidating Trust Interests. Liquidating Trust Interests shall be reserved for Holders of Disputed Unsecured Claims and issued by the Liquidating Trust to, and held by the Liquidating Trustee in, the Disputed Claims Reserve pending allowance or disallowance of such Disputed Unsecured Claims. No other entity, shall have any interest, legal, beneficial, or otherwise, in the Liquidating Trust, its assets or causes of action upon their assignment and Transfer to the Liquidating Trust.

5.3.6. In accordance with § 5.2 of this Plan, the Liquidating Trust Interests shall be uncertificated and shall be non-transferable except upon death of the Holder or by operation of law. Holders of Liquidating Trust Interests, in such capacity, shall have no voting rights with respect to such Interests. The Liquidating Trust shall have a term of five (5) years from the

Effective Date, without prejudice to extend such term conditioned upon the Liquidating Trust not becoming subject to the Securities Exchange Act of 1934 (as now in effect or hereafter amended).

5.4. Appointment of a Liquidating Trustee.

5.4.1. The initial Liquidating Trustee shall be Corky Sherman. The appointment of the Liquidating Trustee shall be approved by the Confirmation Order and such appointment shall be effective on the Effective Date. The Liquidating Trustee shall have and perform all of the duties, responsibilities, rights and obligations set forth in the Liquidating Trust Agreement.

5.4.2. The Liquidating Trustee shall serve pursuant to the terms of the Liquidation Trust Agreement and the Plan. Any successor Liquidating Trustee shall be designated by the previous Liquidating Trustee or the Court.

5.4.3. The Liquidating Trustee and his/her professionals shall be exculpated and indemnified pursuant to and in accordance with the terms of the Plan and the Liquidating Trust Agreement.

5.5. Liquidating Trust Distributions.

5.5.1. Interim Distributions. The Liquidating Trustee may make interim distributions: (i) to Holders of the Liquidating Trust Interests solely in accordance with this Plan and the Liquidating Trust Agreement and (ii) from the Disputed Claims Reserve in accordance with § 5.3.1 hereof.

5.5.2. Final Distributions. The Liquidating Trust shall be dissolved and its affairs wound up and the Liquidating Trustee shall make the final distributions, upon the earlier of (i) the date which is five (5) years after the Effective Date, and (ii) that date when, (A) in the reasonable judgment of the Liquidating Trustee, substantially all of the Liquidating Trust Assets have been liquidated and there are no substantial potential sources of additional cash for distribution; and (B) there remain no substantial Disputed Unsecured Claims. Notwithstanding the foregoing, on or prior to a date not less than six (6) months prior to such termination, the Court, upon motion by a party in interest, may extend the term of the Liquidating Trust for one or more finite terms based upon the particular facts and circumstances at that time, if an extension is necessary to the liquidating purpose of the Liquidating Trust. The date on which the Liquidating Trustee determines that all obligations under the Plan and the Liquidating Trust Agreement have been satisfied is referred to as the "Trust Termination Date". On the Trust Termination Date, the Liquidating Trustee shall promptly request the Court enter an order closing the Cases (unless this has already been done).

5.5.3. After final distributions have been made in accordance with the terms of the Plan and the Liquidating Trust Agreement, if the amount of remaining cash is less than \$1,000, the Liquidating Trustee, may donate such amount to a charity.

**ARTICLE VI.
MEANS FOR EXECUTION OF THE PLAN**

6.1. Sale of the Assets. A sale free and clear of all claims and encumbrances of substantially all of the Assets to ADESA or its designated affiliate shall be approved by the Court at

Confirmation and shall be consummated at Closing pursuant to the terms of the Asset Purchase Agreement and subject to the terms of Section 7.2 of the Plan. If ADESA or its assignee is the Buyer, the consideration for the Assets shall be the satisfaction of the ADESA Claim, ADESA's payment of the Contribution to the Liquidating Trust, the satisfaction of Allowed Administrative Claims, Priority Claims, Secured Tax Claims and amounts to cure executory contracts that are assumed and assigned to the Buyer; provided, however, ADESA is not obligated to bid the full amount of the ADESA claim for the Assets. Otherwise, the Buyer shall pay cash to ADESA equal to the ADESA Claim and shall pay the Contribution to the Liquidation Trust in consideration of the Assets. Allowed Administrative Claims, including Allowed Professional Fee Claims, Priority Claims, Secured Tax Claims and the satisfaction of any cure amounts required to assume and assign any executory contracts shall be paid by the Buyer.

6.2. As Is, Where Is. The sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtor or its Estate, except as are set forth in the Asset Purchase Agreement which is attached to this Plan as Exhibit B.

6.3. Free and Clear of Encumbrances. Except as is otherwise provided in the Asset Purchase Agreement or the Plan, the Buyer's purchase of all right, title and interest in and to the Assets shall be free and clear of all Encumbrances to the maximum extent permitted by Section 363 of the Code, including a sale free of any claims of successor liability, with such Encumbrances to attach to the proceeds, if any, of the purchased Assets with the same validity and priority as such Encumbrances currently exist against the Assets. Such Buyer shall be determined to have operated in good faith and be entitled to the protections found in Section 363(m).

6.4. Closing. Closing of the sale referenced in § 6.1 of this Plan shall take place within seven (7) days after the Confirmation Order becomes final and unappealable. The date, time and place of Closing shall be fixed by the Buyer. The Buyer shall give notice to any party that may assert a claim for cure related to the assumption of an executory contract of the date, time, and place of Closing.

6.5. At Closing, the following will occur:

6.5.1. The Buyer shall:

- (i) deliver the Contribution to the Liquidating Trustee;
- (ii) satisfy the obligations under §§ 4.1, 4.3.1 and 4.4 of this Plan;
- (iii) satisfy Allowed Administrative Claims, including Professional Fee Claims;
- (iv) satisfy the ADESA Claim; and
- (v) cure any assumed executory contracts.

6.5.2. DAS shall:

- (i) transfer the Assets to the Buyer;

(ii) deliver to the Buyer a bill of sale and assignment, intellectual property assignment agreement and those other documents the Buyer may reasonably require to evidence the sale of the Assets and as otherwise provided in the Asset Purchase Agreement;

(iii) deliver to ADESA and Carsarrive a general release; and

(iv) deliver the Liquidating Trust Assets to the Liquidating Trust and assign to the Trust the Causes of Action.

6.6. Effective Date. The Effective Date of the Plan shall be the day on which Closing is complete.

6.7. Objections to Claims. The Buyer and the Liquidating Trustee may file objections to Claims until six (6) months after the Effective Date, which date may be extended upon order from the Court.

ARTICLE VII. BUYER

7.1. Buyer. The Buyer shall be ADESA unless § 7.2 of this Plan is satisfied.

7.2. Alternative Buyer. Any entity other than ADESA may become the Buyer instead of ADESA under the terms of this Plan if:

7.2.1. Such entity, in writing, provides notice to Debtor, ADESA and the Court, within five (5) days after the Confirmation Date, that it desires to purchase the Assets and to become the Buyer under the Plan;

7.2.2. Contemporaneously with the notice provided in § 7.2.1, such entity provides (i) proof of financial wherewithal satisfactory to Debtor and ADESA in their sole discretion that such entity has the ability to pay the ADESA Claim in full, Allowed Priority and Secured Tax Claims, the Contribution, Allowed Administrative Claims, including Professional Fee Claims, and (ii) to DAS a deposit in the amount of more than Fifty Thousand and 00/100 Dollars (\$50,000) to be placed in its counsel's IOLTA account pending further order of the Court; such deposit to cover the Contribution under the Plan;

7.2.3. Contemporaneously with the notice provided in § 7.2.1 of this Plan, such entity provides written evidence that enables the Debtor and ADESA, and their respective advisors to determine in their sole discretion whether said entity has the financial, operational, and other ability to close the sale of the Assets and provides adequate assurance of future performance under all contracts and leases to be assumed and assigned in connection with the purchase of the Assets including the ability to satisfy outstanding Administrative Claims, Priority Claims and amounts owed to Secured Claims, if any; and

7.2.4. Contemporaneously with the notice provided in § 7.2.1 of this Plan, such entity executes an asset purchase agreement substantively similar to the Asset Purchase Agreement, which is attached to this Plan as Exhibit B and proposed for approval by this Court.

7.3. Approval of Alternative Buyer. Should an entity satisfy § 7.2 of this Plan:

7.3.1. No later than seven (7) days after the Confirmation Date, the Debtor, in a form reasonably acceptable to ADESA, shall file (i) a notice indicating that another entity has satisfied the requirements of § 7.2 of this Plan; and (ii) a motion seeking the Court's approval of the entity as the alternative Buyer under the Plan and in place of ADESA.

7.3.2. Upon entry of an order by the Court approving the sale of the assets to the alternative Buyer, the alternative Buyer shall have fourteen (14) days to close the sale of the Assets. If the alternative Buyer fails to close the sale of the Assets within fourteen (14) days of the entry of the order approving such sale of the Assets, then Debtor shall provide notice to the Court and immediately close the sale of the Assets with ADESA. Notwithstanding the entry of an order by the Court approving the replacement of ADESA as Buyer with an alternative Buyer, ADESA shall remain obligated to consummate the transactions contemplated under this Plan unless and until the alternative Buyer closes the sale of the Assets, subject to the terms and conditions of this Plan and ADESA's rights under this Plan and the Asset Purchase Agreement.

7.3.3. The Court shall resolve any dispute as to the identity of the Buyer at any hearing to replace ADESA with an alternative Buyer and approve the sale of the Assets to such Buyer.

ARTICLE VIII. EXECUTORY CONTRACTS

ADESA shall provide Debtor with a list of contracts to be assumed and assigned no later than five (5) days following entry of an order approving the Disclosure Statement; provided, however, Buyer may amend the designation of contracts to be assumed and assigned at any time prior to the Effective Date. Debtor shall file with the Court a notice of the contracts to be assumed and assigned and a proposed cure amount. Notice will be provided to each counter-party to the contract. Counterparties to the contracts shall have 30 days to object to the proposed cure and assumption and assignment of the contract.

Debtor shall use its best efforts to resolve any disputes concerning any cure amounts or other objections to assumption and assignment. Buyer is entitled to rely on the cure amounts established by the Court and will not incur any additional liability to the non-debtor parties for cure obligations. Buyer shall have demonstrated the ability to satisfy the conditions of Sections 365(b)(1)(C) of the Code to the extent necessary to permit the assumption by Buyer and the assignment by Debtor of the Assigned Executory Contracts.

Any executory contract or unexpired lease which has not expired by its own terms on or prior to the Effective Date, which has not been assumed, assumed and assigned, is the subject of a motion seeking to assume and assign the executory contract, the subject of a notice requesting the assumption and assignment of the contract, or rejected with the approval of the Court, or which the Debtor has obtained the authority to reject but have not rejected as of the Effective Date, shall be deemed rejected on the Effective Date, and the entry of the Confirmation Order by the Court shall constitute approval of such rejection pursuant to Sections 365(e) and 1123(b)(2) of the Code.

Claims arising out of the rejection of an executory contract or an unexpired lease pursuant

to the Plan shall be filed and served upon the Liquidating Trust within the later of (i) thirty (30) days of the Effective Date or (ii) in accordance with any order entered by the Court pursuant to Sections 105, 501, 502 and 1111(a) of the Code and Bankruptcy Rules 2002 and 3003(c)(3) establishing a bar date for the filing of Proofs of Claim.

**ARTICLE IX.
DISCHARGE AND RELEASE**

9.1. Discharge. Upon entry of the Confirmation Order, Debtor shall be discharged of all debts incurred or arising prior to commencement of the Case.

PURSUANT TO SECTION 1141(d) OF THE CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN AND/OR THE CONFIRMATION ORDER, THE PLAN DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN COMPLETE SATISFACTION, DISCHARGE, AND RELEASE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS, INTERESTS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS OR INTERESTS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, RIGHTS AGAINST, AND INTERESTS IN, THE DEBTOR OR ANY OF ITS ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THE PLAN ON ACCOUNT OF SUCH CLAIMS AND INTERESTS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY LIABILITY (INCLUDING WITHDRAWAL LIABILITY) TO THE EXTENT SUCH CLAIMS OR INTERESTS RELATE TO SERVICES PERFORMED BY EMPLOYEES OF THE DEBTOR BEFORE THE EFFECTIVE DATE AND THAT ARISE FROM A TERMINATION OF EMPLOYMENT OR A TERMINATION OF ANY EMPLOYEE OR RETIREE BENEFIT PROGRAM, REGARDLESS OF WHETHER SUCH TERMINATION OCCURRED BEFORE OR AFTER THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN SECTION 502(g), 502(h), or 502(i) OF THE CODE, IN EACH CASE WHETHER OR NOT: (A) A PROOF OF CLAIM OR INTEREST BASED UPON SUCH DEBT, RIGHT, CLAIM, OR INTEREST IS FILED OR DEEMED FILED PURSUANT TO SECTION 501 OF THE CODE OR BANKRUPTCY RULE 3003; (B) A CLAIM OR INTEREST BASED UPON SUCH CLAIM, DEBT, RIGHT, OR INTEREST IS ALLOWED PURSUANT TO SECTION 502 OF THE CODE; OR (C) THE HOLDER OF SUCH A CLAIM OR INTEREST HAS ACCEPTED THE PLAN. SUBJECT TO THE TERMS OF THIS PLAN AND/OR THE CONFIRMATION ORDER, ANY DEFAULT BY THE DEBTOR WITH RESPECT TO ANY CLAIM OR INTEREST THAT EXISTED IMMEDIATELY BEFORE OR ON ACCOUNT OF THE FILING OF THESE CHAPTER 11 CASES SHALL BE DEEMED SATISFIED ON THE EFFECTIVE DATE. SUBJECT TO THE TERMS OF THIS PLAN, THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF

ALL CLAIMS AND INTERESTS SUBJECT TO THE EFFECTIVE DATE OCCURRING. SUBJECT TO THE TERMS OF THIS PLAN, THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF DISCHARGE OF ALL LIABILITIES OF THE DEBTOR, ITS ESTATE, THE LIQUIDATING DEBTOR AND ALL SUCCESSORS THERETO. AS PROVIDED IN SECTION 524 OF THE CODE, SUBJECT TO THE TERMS OF THIS PLAN AND/OR THE CONFIRMATION ORDER SUCH DISCHARGE SHALL VOID ANY JUDGMENT AGAINST THE DEBTOR, ITS ESTATE, THE LIQUIDATING DEBTOR OR ANY SUCCESSORS THERETO AT ANY TIME OBTAINED TO THE EXTENT IT RELATES TO A CLAIM OR INTEREST DISCHARGED, AND OPERATES AS AN INJUNCTION AGAINST THE PROSECUTION OF ANY ACTION AGAINST THE LIQUIDATING DEBTOR OR ITS PROPERTY AND ASSETS TO THE EXTENT IT RELATES TO A DISCHARGED CLAIM OR INTEREST.

9.2. Permanent Injunction.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR ANY OTHER ORDER ENTERED PREVIOUSLY BY THIS COURT WITH RESPECT TO A COMPROMISE, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST, OR INTERESTS IN, THE DEBTOR ARE PERMANENTLY ENJOINED, ON AND AFTER THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AS SUCH LAW MAY BE EXTENDED OR INTEGRATED AFTER THE EFFECTIVE DATE, FROM (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTOR, THE LIQUIDATING DEBTOR, OR ITS ASSETS WITH RESPECT TO ANY SUCH CLAIM OR INTEREST IN ANY VENUE OTHER THAN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS; (B) THE ENFORCEMENT, ATTACHMENT, COLLECTION, OR RECOVERY BY ANY MANNER OR MEANS OF JUDGMENT, AWARD, DECREE OR ORDER AGAINST THE DEBTOR, THE LIQUIDATING DEBTOR, OR ITS ASSETS ON ACCOUNT OF ANY SUCH CLAIM OR INTEREST IN ANY VENUE OTHER THAN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS; (C) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST THE DEBTOR, THE LIQUIDATING DEBTOR, OR ITS ASSETS ON ACCOUNT OF ANY SUCH CLAIM OR INTEREST IN ANY VENUE OTHER THAN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS; AND (D) ASSERTING ANY RIGHT OF SETOFF, RECOUPMENT OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTOR, THE LIQUIDATING DEBTOR, OR ITS ASSETS ON ACCOUNT OF ANY SUCH CLAIM OR INTEREST IN ANY VENUE OTHER THAN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS. THE FOREGOING INJUNCTION WILL EXTEND TO SUCCESSORS OF THE DEBTOR AND LIQUIDATING DEBTOR AND THEIR RESPECTIVE PROPERTY AND INTERESTS IN THE PROPERTY.

9.3. Releases by Holders of Claims and Interests and Other Related Persons.

EXCEPT AS OTHERWISE PROVIDED IN THIS PLAN, THE CONFIRMATION ORDER AND THE MUTUAL RELEASE, AS OF THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM OR AN INTEREST THAT VOTED IN FAVOR OF THE PLAN OR HAS NOT OPTED OUT OF THE RELEASES AS PROVIDED ON THE BALLOT, WHETHER SUCH HOLDER OF A CLAIM OR AN INTEREST VOTES TO REJECT THE PLAN, AND EACH RELEASED PERSON SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED THE DEBTOR, THE LIQUIDATING DEBTOR, AND THE RELEASED PERSONS FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THIS CHAPTER 11 CASE, THE DEBTOR'S RESTRUCTURING, THE DIP CLAIM, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PERSONS, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THIS CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE RELATING TO THE DEBTOR TAKING PLACE ON OR BEFORE THE CONFIRMATION DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PERSON THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

9.4. Releases by the Debtor and its Estate.

PURSUANT TO SECTION 1123(b) OF THE CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER OR PURSUANT TO ANY OTHER ORDER PREVIOUSLY ENTERED BY THIS COURT, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE SERVICE OF THE PARTIES RELEASED HEREIN TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTOR AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN,

ON AND AFTER THE EFFECTIVE DATE, ALL RELEASED PERSONS, INCLUDING THE DEBTOR'S PROFESSIONALS, ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTOR AND ITS ESTATE, AND THE LIQUIDATING DEBTOR, FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE LIQUIDATING DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT THE DEBTOR, ITS ESTATE, THE LIQUIDATING DEBTOR, OR ITS RESPECTIVE AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE LIQUIDATING DEBTOR, THIS CASE, THE DEBTOR'S RESTRUCTURING, THE DIP CLAIM, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PERSONS, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THIS CASE, THE NEGOTIATION, FORMULATION OR PREPARATION OF THE PLAN AND DISCLOSURE STATEMENT, OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE CONFIRMATION DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PERSON OR A FORMER OFFICER OR DIRECTOR OF THE DEBTOR THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. THE FOREGOING RELEASE SHALL NOT APPLY TO ANY EXPRESS CONTRACTUAL OR FINANCIAL OBLIGATIONS OR ANY RIGHT OR OBLIGATIONS ARISING UNDER OR THAT IS PART OF THE PLAN OR ANY AGREEMENTS ENTERED INTO PURSUANT TO, IN CONNECTION WITH, OR CONTEMPLATED BY THE PLAN.

**ARTICLE X.
RETENTION OF COURT JURISDICTION**

10.1. Retention of Court Jurisdiction.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Court shall retain jurisdiction over all matters arising in, arising under or related to the DAS Case including matters concerning and related to the Liquidating Trust for, among other things, the following purposes:

10.1.1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any

request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

10.1.2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Code or the Plan;

10.1.3. Resolve any matters related to: (i) the assumption, assignment, or rejection of any executory contract or unexpired lease to which a Debtor is party or with respect to which the Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an executory contract or unexpired lease, cure obligations pursuant to Section 365 of the Code, or any other matter related to such executory contract or unexpired lease; (ii) any potential contractual obligation under any executory contract or unexpired lease that is assumed and/or assigned and (iii) any dispute regarding whether a contract or lease is or was executory or expired;

10.1.4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

10.1.5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

10.1.6. Adjudicate, decide, or resolve any and all matters related to Causes of Action;

10.1.7. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

10.1.8. Enter and enforce any order for the sale of property pursuant to Sections 363 or 1123 of the Code, including this Plan;

10.1.9. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the consummation, interpretation, or enforcement of the Plan or any entity's obligations incurred in connection with the Plan;

10.1.10. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

10.1.11. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases and injunctions and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

10.1.12. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions to insiders, if any;

10.1.13. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

10.1.14. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Disclosure Statement or Liquidating Trust Agreement;

10.1.15. Adjudicate any and all disputes arising from or relating to distributions under the Plan or the Liquidating Trust Agreement or any transactions contemplated therein;

10.1.16. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Court order, including the Confirmation Order;

10.1.17. Determine requests for the payment of Claims entitled to priority pursuant to Section 507 of the Code;

10.1.18. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

10.1.19. Hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505, and 1146 of the Code;

10.1.20. Hear and determine all disputes involving the existence, nature, or scope of the Debtor's release, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

10.1.21. Enforce all orders previously entered by the Court;

10.1.22. Hear any other matter not inconsistent with the Code;

10.1.23. Enter an order concluding or closing the DAS Case; and

10.1.24. Enforce the injunction and release provisions set forth in the Plan.

10.1.25. Supervise the actions of the Liquidating Trust and appoint a successor Trustee, if necessary.

ARTICLE XI. MODIFICATION AND REVOCATION OF THE PLAN

11.1. Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (as may be amended or modified), any supplement to the Plan, the Liquidating Trust Agreement and the Confirmation Order shall be

immediately effective and enforceable and deemed binding upon the Debtor and any and all Holders of Claims against or Interests in the Debtor (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtor. All Claims and debts shall be fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

11.2. Modification of the Plan.

Subject to the limitations contained herein, the Proponents reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in Section 1127 of the Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Proponents expressly reserve their rights to alter, amend, or modify materially the Plan one or more times after Confirmation and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article XI.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof and prior to the Confirmation Date are approved pursuant to Section 1127(a) of the Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

11.3. Revocation or Withdrawal of the Plan.

The Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date or the Effective Date and to file subsequent plans. If the Proponents revoke or withdraw the Plan, or if Confirmation or consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption and assignment or rejection of executory contracts or unexpired leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtor or any other Entity.

**ARTICLE XII.
MISCELLANEOUS PROVISIONS**

12.1. Payment of Statutory Fees.

All fees payable pursuant to 28 U.S.C. § 1930, as determined by the Court at the Confirmation Hearing, shall be paid on or before the Effective Date. After the Effective Date, the

Liquidating Trustee shall pay, including any outstanding U.S. Trustee fees, prior to the closing of the Cases, in accordance with the Code and the Bankruptcy Rules, all fees payable pursuant to 28 U.S.C. § 1930 which accrue after the Effective Date through and including the closing of any of the Cases.

12.2. Governing Law.

Except to the extent that the Code, the Bankruptcy Rules or other federal law is applicable, or to the extent a schedule or exhibit hereto or instrument, agreement or other document executed under the Plan provides otherwise, this Plan, the rights, duties and obligations arising under this Plan, and any claim or controversy directly or indirectly based upon or arising out of this Plan or the transactions contemplated by this Plan (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall be governed by and interpreted, construed and determined in accordance with, the internal laws of the State of Texas (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction).

12.3. Corporate Action.

Prior to, on and after the Effective Date, all matters provided for under the Plan that otherwise would require approval of the shareholders or directors of the Debtor shall be deemed to have occurred and shall be in effect prior to, on and after the Effective Date pursuant to the applicable general corporation law of the jurisdiction in which the Debtor is organized without any requirement of further action by the shareholders or directors of the Debtor.

12.4. Severability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Court or other court of competent jurisdiction to be invalid, void or unenforceable, the Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.5. Successors and Assigns.

The Plan shall be binding on, and shall inure to the benefit of the Debtor, and its respective successors and assigns. The rights, benefits and obligations of any Person or Entity named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

12.6. Reservation of Rights.

Except as expressly set forth herein, this Plan shall have no force or effect unless the Court shall enter the Confirmation Order and the Effective Date shall have occurred. Neither the filing of this Plan, any nor statement or provision contained herein, nor the taking of any action by the Debtor with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtor prior to the Effective Date. If the Plan is not confirmed by a Final Order, or if the Plan is confirmed and does not become effective, the rights of all parties in interest in the Debtor are and shall be reserved in full. Any concessions or settlements reflected herein, if any, are made for purposes of the Plan only, and if the Plan does not become effective, no party in interest in the Case shall be bound or deemed prejudiced by any such concession or settlement.

12.7. Further Assurances.

The Debtor is authorized to execute, deliver, file or record such contracts, agreements, instruments, releases and other documents and take or cause to be taken such action as may be necessary or appropriate to effectuate, implement and further evidence the terms, provisions and intent of this Plan and to consummate the transactions and transfers contemplated by the Plan.

12.8 Notice and Service of Documents.

With the exception of the Debtor and the United States Trustee, as of the Effective Date, all parties having filed entries or notices of appearance or requests for service in the DAS Case shall no longer be provided with notice. Any Person desiring to remain on the Debtor's Bankruptcy Rule 2002 service list shall be required to file a request for continued service and to serve such request upon counsel to the Liquidating Trustee and the Debtor within thirty (30) days of the Effective Date. Persons shall be notified of such continued notice requirements in the notice of entry of the Confirmation Order. Post-Confirmation matters for which notice is required to be given shall be deemed sufficient if served upon counsel for the U.S. Trustee's Office, counsel to the Debtor, the Liquidating Trustee, counsel to the Liquidating Trustee, and all persons on the Debtor's Bankruptcy Rule 2002 service list.

All notices, requests and demands required or permitted to be provided to the Debtor, Liquidating Debtor under the Plan shall be in writing and shall be deemed to have been duly given or made (a) when actually delivered (i) by certified mail, return receipt requested, (ii) by hand delivery or (iii) by U.S. mail, postage prepaid or, (b) in the case of notice by facsimile transmission, when received and confirmed, addressed as follows:

If to the Debtor or Liquidating Debtor:

John Y. Bonds, III
Joshua N. Eppich
State Bar I.D. No. 24050567
Bonds Ellis Eppich Schafer Jones LLP
420 Throckmorton Street, Suite 1000
Fort Worth, Texas 76102
(817) 405-6900 telephone
(817) 405-6902 facsimile

12.8. Conflicts.

To the extent any provision of the Disclosure Statement or any instrument, document or agreement executed in connection with the Plan or the Confirmation Order (or any exhibits, schedules, appendices, supplements or amendments to the foregoing) conflicts with or is in any way inconsistent with the terms of the Plan, the terms and provisions of the Plan shall govern and control.

12.9. Section 1145 Exemption.

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

12.10. Exemption From Certain Transfer Taxes.

Pursuant to Code Section 1146(a), the issuance, transfer, or exchange of a security, or the making of delivery of an instrument of transfer, provided under the Plan, from the Debtor to the Liquidating Debtor, the Liquidating Trust or any other Person or Entity pursuant to the Plan, including with respect to the Assets, may not be taxed under any law imposing a stamp tax or similar tax, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for Filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

12.11. Plan Supplement.

Not later than ten (10) days prior to the Confirmation Hearing, the Proponents shall File with the Court any supplement to the Plan which shall include the Exhibits identified in this Plan and any other such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

12.12. Determination of Tax Liability.

The Debtor is authorized, but not required, to request an expedited determination under Section 505(b) of the Code of the tax liability of the Debtor for all taxable periods ending after the Petition Date through and including the Effective Date.

12.13. Post-Effective Date Fees and Expenses.

From and after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust, shall, in the ordinary course of business and without the necessity for any approval by the

Court, pay the reasonable professional fees and expenses incurred by the Liquidating Trust, and any professionals retained by such Liquidating Trust, related to the consummation and to the implementation of this Plan, except as otherwise provided in the Liquidating Trust Agreement.

12.14. Entire Agreement.

This Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into this Plan.

12.15. Closing of the Case.

At such time as it selects, the Liquidating Trustee may seek a final decree pursuant to Section 350 of the Code formally closing the DAS Case.

12.16. Change of Control Provisions.

Any acceleration, vesting or similar change of control rights under any employment, benefit or other arrangements triggered by the consummation of this Plan shall be waived or otherwise cancelled under this Plan.

12.17. Substantial Consummation.

On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Code.

12.18. Administrative Claims Bar Date.

The bar date or last date for the filing any request for payment of Administrative Claims, exclusive of Professional Fee Claims, for Administrative Claims that have accrued between the Petition Date and the Effective Date of this Plan shall be the first Business Day which is thirty (30) days after the Confirmation Date. The failure to timely file such an Administrative Claim, unless an extension is agreed to by the Buyer, accruing between the Petition Date and the Effective Date as required by this provision shall bar the Administrative Claim from being paid.

12.19. Professional Fee Claims.

All final requests for compensation or reimbursement of professional fees pursuant to Sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Code for services rendered to or on behalf of the Debtor prior to the Effective Date (other than substantial contribution claims under Section 503(b)(4) of the Code) ("**Professional Fee Claims**") must be filed and served on the Buyer, the U.S. Trustee and their counsel no later than thirty (30) days after the Effective Date, unless otherwise ordered by the Court or agreed to by the Buyer. Objections to applications of such Professionals or other entities for compensation or reimbursement of expenses must be filed and served on the U.S. Trustee, the Buyer and their counsel and the requesting Professional or other entity no later than thirty (30) days (or such longer period as may be allowed by order of the Court) after the date on which the applicable application for compensation or reimbursement was served. The Buyer shall be responsible for the payment of all Professional Fee Claims.

12.20. Termination of the Noticing Agent.

Within sixty (60) days after the Effective Date, the services of the Noticing Agent shall be terminated. No later than ninety (90) days after the Effective Date, the Noticing Agent shall provide the Buyer with an invoice for all services rendered.

12.21. No Admission Against Interest.

Neither the filing of this Plan, the Disclosure Statement, nor any statement contained therein, is or shall be deemed an admission against interest. In the event that this Plan is not consummated, neither this Plan, the Disclosure Statement nor any statement contained therein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside the Court involving the Debtor or any of its former or present officers, directors or Interest Holder.

12.22. Post Confirmation Notice.

Pursuant to Bankruptcy Rule 2002 and any applicable local Bankruptcy Rules, notice of all post-Confirmation matters for which notice is required to be given shall be deemed sufficient if served upon the U.S. Trustee's Office, counsel for the Debtor, counsel to the Liquidating Trustee, and all persons on the Debtor's Bankruptcy Rule 2002 service list. With the exception of counsel for the Debtor and the United States Trustee, any Person desiring to remain on the Debtor's Bankruptcy Rule 2002 service list shall be required to file a request for continued service and to serve such request upon counsel to the Liquidating Trustee and the Debtor within thirty (30) days subsequent to the Effective Date. Persons shall be notified of such continued notice requirements in the notice of entry of the Confirmation Order. Persons who do not file a request for continued service shall be removed from the Debtor's Bankruptcy Rule 2002 service list upon the Effective Date and shall be served with pleadings only where they have a direct pecuniary interest in the relief sought by the pleading.

Dated: March 17, 2017

Respectfully submitted,

**DEPENDABLE AUTO SHIPPERS, INC.,
DAS GLOBAL SERVICES, INC., and
DAS GOVERNMENT SERVICES, LLC**

By: /s/ Tim Higgins

Its: Executive Vice President

EXHIBIT A
LIQUIDATING TRUST AGREEMENT

LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the “Agreement”) dated as of _____, 2017 by and between Dependable Auto Shippers, Inc. (the “Debtor”), and _____ (the “Trustee”), for the benefit of the Holders of Allowed General Unsecured Claims (the “Beneficiaries”) under the terms of the Plan of Liquidation proposed by the Debtor and confirmed by the United States Bankruptcy Court for the Northern District of Texas (the “Court”) in Chapter 11 Case No. 16-34855-bjh11 by Order dated _____, 2017.

WITNESSETH

WHEREAS, the Trust is created pursuant to, and to effectuate, the Plan;

WHEREAS, the Trust is created on behalf, and for the sole benefit, of the Beneficiaries made pursuant to the Plan;

WHEREAS, the Trust is established for the purpose of collecting, distributing and liquidating the Assets (as defined below) for the benefit of the Beneficiaries in accordance with the terms of this Agreement and the Plan with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust;

WHEREAS, pursuant to the Plan, the Trustee and the Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Assets to the Trust as a transfer of the Assets by the Debtor to the Beneficiaries in satisfaction of their Allowed General Unsecured Claims, followed by a transfer of the Assets by the Beneficiaries to the Trust in exchange for the beneficial interest herein, and to treat the Beneficiaries as the grantors and owners of the Trust in accordance with Treasury Regulation § 301.7701-4;

WHEREAS, the Trust is intended to be treated as a grantor trust for federal income tax purposes;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and in the Plan, the Debtor and the Trustee agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

“Agreement” shall mean this Liquidating Trust Agreement as provided in the first paragraph of this Agreement.

“Assets” shall mean the Liquidating Trust Assets, Causes of Action transferred to the Trust, and any Retained Assets.

“Available Trust Cash” shall mean the aggregate of the Assets and Causes of Action and proceeds thereof after paying, reserving against, or satisfying: (1) fees incurred due to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6); (2) incurred operating and administrative expenses of the Trust, including but not limited to all costs, expenses, and obligations incurred by the Trustee (or professionals who may be employed by the Trustee in administering the Trust) in carrying out their other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto and payment of such fees; and (3) the Disputed Claims Reserve.

“Beneficiaries” shall collectively mean the Holders of Allowed General Unsecured Claims under the Plan, or any successors to such Holders’ Allowed General Unsecured Claims or interests in the Trust.

“Claim” shall have the meaning ascribed to it in the Plan.

“Court” means the United States Bankruptcy Court for the Northern District of Texas as set forth in the first paragraph of this Agreement.

“Debtor” has the meaning set forth in the first paragraph of this Agreement.

“Effective Date” shall have the same meaning as set forth in the Plan.

“Permitted Investments” shall include (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, (c) such other investments as the Bankruptcy Court may approve from time to time, or (d) demand deposits or certificates of deposit at any bank or trust company that has, at the time of the deposit, a capital stock and surplus aggregating at least \$1,000,000,000, provided, however, that the scope of any Permitted Investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise.

“Plan” means that certain Second Amended Plan of Liquidation, as amended, filed with the Court on March 10, 2017 and confirmed by the Court pursuant to the Confirmation Order on the Confirmation Date.

“Trust” shall mean the liquidating trust established pursuant to the terms of this Agreement and the Plan.

“Trustee” shall mean _____ initially, the person or corporation named herein, and any successors or replacements duly appointed under the terms of this Agreement.

1.2 Use of Plan Definitions. All terms which are used in this Agreement but not defined herein shall have the same meaning set forth in the Plan.

1.3 Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.4 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words “hereof,” “herein,” “herein,” and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

ARTICLE II

DECLARATION OF TRUST

2.1 Creation and Name. There is hereby created the Trust, which shall be known as the “Liquidating Trust,” and is the Trust referred to as the “Liquidating Trust” in the Plan. The Trustee may conduct the affairs of the Trust under the name of the “Dependable Auto Shippers Liquidating Trust.”

2.2 Purpose of Trust. The Debtor and the Trustee, pursuant to the Plan and in accordance with the Code, hereby create the Trust for the purpose of collecting, distributing, and liquidating the Assets for the benefit of the Beneficiaries in accordance with the terms of this Agreement and the Plan. The activities of the Trust shall be limited to those activities set forth in this Agreement and as otherwise contemplated by the Plan.

2.3 Transfer of Assets.

A. The Debtor hereby grants, releases, assigns, conveys, transfers and delivers, on behalf of the Beneficiaries, all of the Debtor's right, title, and interest in and to the Assets to the Trustee as of the Effective Date in trust for the benefit of the Beneficiaries, pursuant to sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Code and in accordance with the Plan and Confirmation Order, and as of the Effective Date free and clear of any and all liens, claims, encumbrances, and interests (legal, beneficial, or otherwise) of all other Persons to the maximum extent contemplated by and permissible under section 1141(c) of the Code for the uses and purposes as specified in this Agreement and the Plan, but subject to the following liabilities: (i) all fees payable pursuant to 28 U.S.C. §1930 until such time as the Bankruptcy Court enters a final decree closing the Debtor's Case, (ii) any expenses incurred and unpaid, or to be incurred, by the Debtor or the Trustee in the performance of their administrative duties in respect of winding up the Estates, and (iii) any obligations owing pursuant to the Plan.

B. The Trustee shall automatically, and without need for further notice or approval of the Bankruptcy Court or the Debtor, be designated as the representative of the Estate pursuant to section 1123(b)(3)(B) of the Code to enforce or pursue any Cause of Action transferred to the Trust after the Effective Date in accordance with the terms of this Agreement, the Plan, and the Confirmation Order. Any proceeds of a Cause of Action shall be distributed pursuant to the terms of the Plan and this Agreement.

2.4 Securities Law. Under section 1145 of the Code, the issuance of beneficial interests in the Trust to the Beneficiaries under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities. If the Trustee determines, with the advice of counsel, that the Trust is

required to comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Trustee shall take any and all actions to comply with such reporting requirements and file necessary periodic reports with the Securities and Exchange Commission.

2.5 Appointment and Acceptance of Trustee. The Trustee shall be deemed to be appointed pursuant to section 1123(b)(3)(B) of the Code. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Trustee, on behalf, and for the benefit, of the Beneficiaries, by the Debtor of all of their respective right, title, and interest in the Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan, and the Confirmation Order.

2.6 No Reversion to Debtor. In no event shall any part of the Assets be distributed to the Debtor.

ARTICLE III

ADMINISTRATION OF THE TRUST

3.1 Rights, Powers, and Privileges. The Trustee shall have only the rights, powers, and privileges expressly provided in this Agreement and Plan. Subject to the terms of this Agreement, including section 3.4 of this Agreement, the Trustee shall have the power to take the actions granted in this section 3.1 and any powers reasonably incidental thereto, which the Trustee reasonably determines to be necessary or appropriate to fulfill the purpose of the Trust, including but not limited to:

A. Prosecuting, settling, assigning, or otherwise compromising or abandoning for the benefit of the Trust any and all Causes of Action transferred to the Trust or arising in favor of the Trust, including, without limitation, taking any action with respect to appeals, counterclaims, and

defenses of or with respect to such claims and causes of action, including retaining counsel to pursue the Causes of Action;

B. Exercising all powers provided to the Trustee or the Trust under the Plan or Confirmation Order, including, without limitation, the right to allow, object to, or reconcile Unsecured Claims, Priority Claims (both tax and non-tax), Administrative Claims and Secured Claims and any other Claims asserted against the Debtor's Estates with the consent of ADESA, which will not be unreasonably withheld, and subject to the right of ADESA to object to Claims in accordance with Section 6.7 of the Plan;

C. Liquidating, selling or abandoning the Assets or any portion thereof;

D. Executing any documents and taking any other actions related to, or in connection with, the liquidation of the Assets and the exercise of the Trustee's powers granted in this Agreement, the Plan, and Confirmation Order;

E. Holding legal title to any and all rights of the Beneficiaries in, to, or arising from the Assets;

F. Establishing a reserve for disputed claims (the "Disputed Claims Reserve"), as well as any other required reserves as may be necessary and appropriate for the proper operation of matters incident to the Trust;

G. Protecting and enforcing the rights to the Assets vested in the Trustee by this Agreement by any method reasonably determined to be appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

H. Making distributions of the Assets to or on behalf of the Beneficiaries in accordance with this Agreement, the Plan, and the Confirmation Order;

I. Filing any and all tax returns with respect to the Trust and paying taxes properly payable by the Trust, if any, including any taxes owed by the Debtor;

J. Making all necessary filings in accordance with any applicable law, statute, or regulation;

K. Determining and satisfying from the Assets any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, incurred by or on behalf of the Trust;

L. Investing the Assets received by the Trust or Trustee or otherwise held by the Trust or Trustee in accordance with section 3.5 of this Agreement;

M. In the event that the Trustee determines that the Beneficiaries or the Trust may, will or have become subject to different tax consequences than those described in this Agreement, taking such actions that will, or are intended to, address such different tax consequences;

N. Opening and maintaining bank accounts on behalf of or in the name of the Trust;

O. Purchasing customary insurance coverage in accordance with Section 4.8 of this Agreement;

P. In reliance upon the official claims register maintained in the Bankruptcy Case and any applicable court order, maintaining on the Trustee's books and records a register evidencing the beneficial interest in the Trust held by each Beneficiary;

Q. Performing such functions and taking such actions as are provided for or permitted in this Agreement, the Plan, the Confirmation Order, or any other agreement executed pursuant to this Agreement, the Plan, or the Confirmation Order; and

R. Terminating this Trust and seeking to close the Debtor's Case pursuant to section 350(a) of the Code.

3.2 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants or other professionals and employees as the Trustee deems appropriate in the reasonable exercise of his or her discretion, and who the Trustee reasonably determines to have qualifications necessary to assist the Trustee in the proper administration of the Trust. Subject to section 7.8 of this Agreement, the Trustee may pay the reasonable fees, costs and expenses of such persons (including himself) out of the Assets in the ordinary course of business pursuant to the Plan and Confirmation Order.

3.3 Safekeeping of Assets. All Assets shall, until distributed or paid over as herein provided or in the Plan, be held in trust for the benefit of the Beneficiaries in accordance with the Plan and this Agreement. The Trustee shall be under no liability for interest or producing income on any moneys received by it herein and held for distribution or payment to the Beneficiaries, except as such interest or income shall actually be received by the Trustee.

3.4 Limitations on Trustee. The Trustee shall not at any time, on behalf of the Trust or Beneficiaries, enter into or engage in any trade or business, and no part of the Assets or the proceeds, revenue, or income therefrom shall be used or disposed of by the Trust in furtherance of any trade or business.

3.5 Investment. The Trustee may only invest funds held in the Trust in Permitted Investments, in a manner consistent with the requirements of the Code or any order of the Court modifying such requirements and, provided that the Trustee does so, he or she shall have no liability in the event of insolvency of any institution in which he or she has invested any of the Assets or any proceeds, revenue, or income therefrom.

3.6 Trustee Action. The Trustee shall hold, collect, conserve, protect, and administer the Trust in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts as set forth herein for the purposes set forth in this Agreement. Any good faith determination by the Trustee as to what actions are in the best interests of the Trust shall be determinative.

3.7 Court Approval of Trustee Actions. Except as provided in the Plan or otherwise specified in this Agreement, the Trustee need not obtain an order or approval of the Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Court. The Trustee shall exercise its reasonable business judgment for the benefit of the Beneficiaries in order to maximize the value of the Assets and distributions, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing in this section 3.7, but subject to section 3.4 of this Agreement, the Trustee may submit to the Court any question or questions regarding which the Trustee may desire to have explicit approval of the Court for the taking of any specific action proposed to be taken by the Trustee with respect to the Assets, the Trust, the Agreement, the Plan, or the Debtor, including the administration and distribution of the Assets. The Court shall retain jurisdiction for such purposes and shall approve or disapprove any such proposed action upon motion. In addition, subject to section 3.4 of this Agreement, the Trustee shall have the authority, but not the obligation, to seek Court approval to sell any Asset free and clear of any and all liens, claims, and encumbrances.

3.8 Confidentiality. The Trustee shall, during the period that it serves as Trustee under this Agreement and for a period of twelve (12) months following the termination of this Agreement or its removal or resignation hereunder, hold strictly confidential and not use for

personal gain any material, non-public information of or pertaining to any entity to which any of the Assets relates or which it has become aware of in its capacity as Trustee.

ARTICLE IV

DISTRIBUTIONS FROM THE TRUST

4.1 Timing and Amount of Distributions. Distributions of Available Trust Cash shall be made no less frequently than once per twelve-month period, such period to be measured from the Effective Date (each a “Distribution Date”); provided, however, that the Trustee may defer a distribution to the next Distribution Date if the Trustee determines, in the reasonable exercise of the Trustee’s discretion, that the amount available for distribution at such time is insufficient to justify the cost of effecting the distribution; provided further, however, that the Trustee may, in the reasonable exercise of the Trustee’s discretion, cause the Trust to retain an amount of Available Trust Cash reasonably necessary to maintain the value of the Assets or to meet Trust liabilities, including any reserve for Disputed Claims.

4.2 Distributions. Holders of Allowed Unsecured Claims (Class 6) against the Debtor shall receive, in full and final satisfaction of their allowed Unsecured Claims, a Pro Rata share of the Available Trust Cash after the Trustee pays any required obligations and maintains appropriate reserves for Disputed Claims and the costs of administration of the Trust. The Trustee shall require any Beneficiary to furnish to the Trustee in writing his or its Employer or Taxpayer Identification Number as assigned by the IRS, and the Trustee may condition any Distribution upon receipt of such identification number.

4.3 Distributions After Allowance or Disallowance of a Disputed Claim. Within thirty (30) days of a Disputed Claim becoming an Allowed Unsecured Claim, the Trustee may distribute to the Holder thereof, from the Disputed Claim Reserve, such amount of Available

Trust Cash as would have been distributed to such Holder if its Claim had been an Allowed Unsecured Claim on the Effective Date. The Trustee shall no longer reserve for and shall distribute to the Beneficiaries, pursuant to this Agreement, their Pro Rata share of the funds held in the Disputed Claim Reserve on account of any Disputed Unsecured Claim that becomes disallowed.

4.4 Undeliverable Property. If any distribution of Available Trust Cash to or on behalf of a Beneficiary is returned to the Trustee or its agent as undeliverable, no further distribution to such Beneficiary shall be made unless and until the Trustee is notified in writing of such Beneficiary's then-current address. Any Beneficiary that does not assert a claim for an undeliverable distribution of Available Trust Cash within three (3) months after the last Distribution Date on which the relevant distribution became deliverable shall no longer have any claim to or interest in the Available Trust Cash represented by such undeliverable distribution, and in such cases, all title to and all beneficial interests in the Assets represented by any such undeliverable distributions shall revert to and/or remain in the Trust and shall be distributed in accordance with Article IV of this Agreement and the Plan.

4.5 Payments Limited to Assets. All payments to be made by the Trustee to or for the benefit of any Beneficiary shall be made only from the Assets or proceeds from Causes of Action.

4.6 United States Trustee Fees and Reports. After the Effective Date, the Trustee shall pay as an expense of the Trust all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Trust's disbursements as required under the Plan and Confirmation Order until the Debtor's Bankruptcy Case is closed. After the Confirmation Date, the Trust shall prepare and serve on the

Office of the U.S. Trustee such quarterly disbursement reports for the Trust as required by the U.S. Trustee for as long as the Bankruptcy Case remains open.

4.7 Insurance. The Trustee may use Assets in the Trustee's reasonable business judgment to maintain customary insurance coverage, if available, for the protection of the Trust or Debtor's Assets.

4.8 Remnant Funds. After final distributions have been made in accordance with the terms of the Plan and this agreement, if the amount of remaining cash is less than \$1,000, the Liquidating Trustee, may donate such amount to a charity.

ARTICLE V

BENEFICIARIES

5.1 Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the Trust and the Assets, and the Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in this Agreement, the Plan and the Confirmation Order.

5.2 Interest Beneficial Only. The ownership of a beneficial interest in the Trust shall not entitle any Beneficiary or the Debtor to any title in or to the Assets or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein or in the Plan.

5.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Assets shall 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 Trust by the Trustee.

5.4 Notice of Transfer of Beneficial Interest. Any notice of a change of beneficial interest ownership as described in section 11.2 of this Agreement shall be forwarded to the

Trustee by registered or certified mail as set forth herein. The notice shall be executed by both the transferee and the transferor, and the signatures of the parties shall be acknowledged before a notary public and as required by Bankruptcy Rule 3001(e). The notice must clearly describe the interest to be transferred. The Trustee may rely upon such signatures and acknowledgments as evidence of such transfer without the requirement of any further investigation.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Reliance. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed to be genuine and to have been signed or presented by the Trustee.

6.2 Parties Dealing With the Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Assets. There is no obligation on any Person dealing with the Trustee to inquire into the validity, expediency, or propriety of any transaction by the Trustee or any agent of the Trustee.

6.3 Limited Recourse. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, Persons (including any professionals retained by the Trustee in accordance with this Agreement) engaged in transactions with the Trust or the Trustee shall look only to the Assets to satisfy any liability incurred in connection with the carrying out the terms of this Agreement, the Plan, or the Confirmation Order.

6.4 Limitation of Liability. The Trustee and its agents, employees, officers, directors, professionals, attorneys, accountants, advisors, and representatives shall not be subject

to any personal liability whatsoever, in tort, contract, or otherwise, to any Person in connection with the Assets or the affairs of the Trust, except for their own gross negligence, willful misconduct, fraud, bad faith, self-dealing or breach of the duty of loyalty. Other than as set forth in the Plan or Confirmation Order, nothing in this Agreement shall be deemed to release any Beneficiary from any actions or omissions occurring prior to the Effective Date.

6.5 Non-Liability for Acts of Others. Nothing contained in this Agreement, the Plan, or the Confirmation Order shall be deemed to be an assumption by the Trustee of any of the liabilities, obligations, or duties of the Debtor or Beneficiaries and shall not be deemed to be or contain a covenant or agreement by the Trustee to assume or accept any such liability, obligation, or duty. Any successor Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Trustee hereunder, and any statement or representation made by a predecessor Trustee or its agents as to the assets comprising the Trust Assets or as to any other fact bearing upon the prior administration of the Trust, so long as it has a good faith basis to do so. A Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. A Trustee or successor Trustee shall not be liable for any act or omission of any predecessor Trustee, nor have a duty to enforce any claims against any predecessor Trustee on account of any such act or omission.

6.6 Indemnification. The Trustee and each of its agents, employees, officers, directors, professionals, attorneys, accountants, advisors and representatives (collectively, the “Indemnified Parties”) shall be indemnified and held harmless by the Trust, to the fullest extent permitted by law, solely from the Assets for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, disbursements, and related

expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding, or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of an Indemnified Party solely in its capacity as such; provided, however, that the Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, willful misconduct, fraud, bad faith, self-dealing or breach of the duty of loyalty by such Indemnified Party. Notwithstanding any provision in this Agreement to the contrary, the Indemnified Parties shall be entitled to request advances from the Trust to cover reasonable fees and necessary expenses incurred in connection with defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; provided, however, that the Trustee shall not be required to make any such advances; provided further, however, that any Indemnified Parties receiving such advances shall repay the amounts so advanced to the Trust upon the entry of an order of a court of competent jurisdiction finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this section 6.6. This indemnification shall survive the death, dissolution, resignation, or removal, as may be applicable, of the Indemnified Parties, or the termination of the Trust, and shall inure to the benefit of the Indemnified Parties' heirs and assigns.

ARTICLE VII

SELECTION, REMOVAL AND COMPENSATION OF TRUSTEE

7.1 Initial Trustee. The initial Trustee shall be selected by the Debtor (in consultation with ADESA) in advance of the Confirmation Hearing as provided in Section 5.4 of the Plan.

7.2 Term of Service. The Trustee shall serve until (a) the completion of all the Trustee's duties, responsibilities and obligations under this Agreement and the Plan; (b) termination of the Trust in accordance with this Agreement; or (c) the Trustee's death or dissolution, incapacitation, resignation, or removal.

7.3 Removal of a Trustee. Any Person serving as Trustee may be removed at any time upon the determination of the Court on a motion for cause shown. Any Trustee so removed is entitled to payment of reasonable fees and necessary expenses accrued prior to removal subject to the terms of this Agreement.

7.4 Resignation of Trustee. The Trustee may resign at any time by giving at least thirty (30) days' written notice of the Trustee's intention to do so to the Court. In the event of a resignation, the resigning Trustee shall render to the replacement Trustee a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee. The resignation shall be effective on the later of (i) the date specified in the notice; (ii) the date that is thirty days (30) after the date the notice is delivered; or (iii) the date the accounting described in the preceding sentence is delivered.

7.5 Appointment of Successor Trustee. Upon the resignation, death, incapacity, or removal of a Trustee, a successor Trustee to fill the vacancy so created will be appointed either by the Reorganized Debtor or the Court. Any successor Trustee so appointed shall consent to and accept in writing the terms of this Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of the successor Trustee's heirs and legal and personal representatives, successors or assigns.

7.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of the predecessor Trustee under this Agreement and the Plan.

7.7 Trust Continuance. The death, incapacity, resignation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

7.8 Compensation and Costs of Administration. The Trustee may retain and reasonably compensate professionals (including himself) to fulfill the terms of this agreement. The reasonable fees and actual and necessary expenses of such professionals and the Trustee shall be paid by the Trustee.

ARTICLE VIII

TRUST OBLIGATIONS

8.1 Tax Filings. The Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and any other applicable laws or regulations.

ARTICLE IX

MAINTENANCE OF RECORDS

9.1 Maintenance of Records. The Trustee shall maintain books and records containing a description of all property from time to time constituting the Assets and an accounting of all receipts and disbursements. Said books and records shall be open to inspection by any Beneficiary at any reasonable time during normal business hours. The Trustee shall furnish to any Beneficiary upon written request an annual statement of receipts and disbursements, including a summary of all income and expenses of the Trust.

ARTICLE X

DURATION OF TRUST

10.1 Duration. The Trust shall become effective upon the Effective Date of the Plan, and the Trust and its provisions herein shall remain and continue in full force and effect until the Trust is terminated.

10.2 Termination. The Trust shall terminate upon the occurrence of the earlier of (a) the full liquidation, administration, and distribution of the Assets in accordance with this Agreement and the full performance of all other duties and functions of the Trustee set forth in this Agreement, the Plan, and the Confirmation Order, and (b) the fifth (5th) anniversary of the Effective Date. Such termination may be extended upon request of the Trustee, or any other party in interest, if approved by the Court for cause shown prior to the termination of the Trust on motion to the Court filed no earlier than six (6) months prior to the scheduled termination of the Trust.

10.3 Continuance of Trust for Winding Up. After the termination of the Trust and for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until the Trustee's duties have been fully performed, including, without limitation, such post-distribution tasks as necessary to windup the affairs of the Trust. After the termination of the Trust, the Trustee shall retain for a period of six (6) months the books, records, Beneficiary lists, and certificates and other documents and files which shall have been delivered to or created by the Trustee. At the Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after six (6) months from the completion and winding up of the affairs of the Trust. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Trust and final distribution of the Trust, the Trustee shall

have no further duties or obligations hereunder. For the avoidance of doubt, the limitations on liability contained in sections 6.3, 6.4, 6.5 and 6.6 hereof shall apply to any actions taken by the Trustee during the course of winding up the affairs of the Trust.

ARTICLE XI

MISCELLANEOUS

11.1 Jurisdiction. The Court shall have exclusive jurisdiction over (i) the Trust and the Trustee with respect to the administration of and activities relating to the Trust, as well as (ii) any issues or disputes arising out of this Agreement. Notwithstanding the foregoing, the Trustee shall have the power and authority to bring any action in any court of competent jurisdiction to prosecute any Causes of Action assigned to the Trust.

11.2 Limitation on Transferability. A beneficial interest in the Trust shall be non-assignable and non-transferable except by operation of law. An assignment or transfer shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to pay all amounts to or for the benefit of the assigning or transferring Beneficiary until receipt of proper notification and proof of assignment or transfer. The Trustee may rely upon such proof without the requirement of any further investigation.

11.3 Notices. All notices to be given to Beneficiaries may be given by ordinary mail, or may be delivered personally, to the holders at the addresses appearing on the books kept by Trustee pursuant to the Plan. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Liquidating Trustee:

With a Copy to Counsel for ADESA, Inc.

Ice Miller LLP

One American Square Suite 2900
Indianapolis, IN 46282-0200
Attention: Stephen Hackman
Facsimile: (317) 592-4666
E-Mail: stephen.hackman@icemiller.com

or to such other address as may from time to time be provided in written notice by the Trustee or ADESA.

11.4 No Bond. Notwithstanding any state law to the contrary, the Trustee (including any successor) shall be exempt from giving any bond or other security in any jurisdiction.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to conflicts of law principles.

11.6 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

11.7 Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or understanding of this Agreement or any provision hereof.

11.8 No Execution. All funds in the Trust shall 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 bind, pledge, encumber, execute upon, garnish, or attach the Assets or the Trustee in any manner or compel payment from the Trust except by Final Order of the Court. Payment will be governed solely by the Plan and this Agreement.

11.9 Plan and Confirmation Order. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of this Agreement shall govern and control. To the extent that the terms of this Agreement are inconsistent with the

terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control.

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

11.11 Amendment. This Agreement may only be amended by order of the Court.

11.12 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 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

[Signature page follows.]

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.

TRUSTEE:

By: _____
Name: _____
Title: _____

DEBTOR:

Dependable Auto Shippers, Inc.:
By: _____
Name: _____
Title: _____

EXHIBIT B
ASSET PURCHASE AGREEMENT

THIRD AMENDED PLAN OF LIQUIDATION
EXHIBIT B

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT
BY AND AMONG
ADESA, INC., BUYER
AND
DEPENDABLE AUTO SHIPPERS, INC., SELLER

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of the ___ day of _____, 2017 (the "*Execution Date*"), by and among ADESA, Inc., a Delaware corporation ("*ADESA*" or "*Buyer*") and Dependable Auto Shippers, Inc., a Texas corporation ("*DAS*") or "*Seller*". Seller and ADESA may be referred to herein individually as a "*Party*" or collectively, as the "*Parties*".

BACKGROUND

A. Seller is engaged in the business of assisting individuals, corporations and government entities with the relocation of their vehicles and their employees' vehicles domestically and internationally (collectively, the "*Business*"). On December 21, 2013, (the "*Petition Date*"), Seller filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Case") and originally Debtors DAS Global Services, Inc. ("DAS Global") and DAS Government Services, LLC ("DAS Government") also filed voluntary petitions for relief under Chapter 11 with such petitions are being jointly administered with the case under Case No. 16-34855 (the "*Estate*").

B. DAS Global and DAS Government have moved to dismiss their Chapter 11 Bankruptcy cases and they are not the subject of this Agreement.

C. As of the Petition Date, Seller was indebted to ADESA for not less than the total principal amount of \$7,147,436.00 (the "*ADESA Secured Claim*").

D. ADESA provided Seller with a loan in the original principal amount of up to \$2,600,000.00 and has been Allowed a Super Priority Senior Secured Claim pursuant to interim and final orders granting the Debtors' Motions for an Interim and Final Order (I) Authorizing the Debtors to use Cash Collateral of Existing Secured Lender; (II) Granting Adequate Protection for use Thereof; (III) Authorizing the Debtors to Obtain Postpetition Financing Pursuant to Sections 364(b), 364(c), and 364(d) of the Code; (IV) Modifying the Automatic Stay to Allow for the Relief Requested Herein; and Scheduling Final Hearing [Docket Nos. 10 and 11] which is secured by the Debtors' Assets, and which is also a super priority Administrative Claim entered by the Court in the Case and other Chapter 11 cases originally filed with the Case ("*DIP Facility*").

E. Buyer desires to purchase the Subject Assets (as defined below) pursuant to the applicable sections of the Bankruptcy Code and to assume the Assumed Liabilities (as defined below) from the Seller, on the following terms and conditions.

F. Seller desires to sell the Subject Assets and to assign the Assumed Liabilities to Buyer on the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. **Defined Terms.** As used herein, the terms below shall have the following ascribed meanings:

(a) "***Accounts Receivable***" means all of the accounts, instruments, drafts, acceptances, trade, note and other forms of receivables and all rights earned under contracts to sell goods or render services, including all rights in and to monies due from owners of vehicles or others for the transportation of vehicles plus any associated fees and costs, and any checks, drafts, instruments or other documents representing or constituting the same.

(b) "***ADESA***" has the meaning set forth in the first paragraph of this Agreement.

(c) "***ADESA Claim***": means the amount equal to the sum of the ADESA Secured Claim and the DIP Claim.

(d) "***ADESA Secured Claim***": means ADESA's claim arising pursuant to that pre-petition Credit Agreement dated December 20, 2016, supplemented and amended or otherwise modified from time to time (the "***Pre-Petition Credit Agreement***"), the Debtors borrowed \$1,070,960.00 plus interest, fees and expenses (the "***Senior Pre-Petition Obligations***") from ADESA upon the terms and conditions described in the Pre-Petition Credit Agreement (the "***Pre-Petition Secured Loan***"). The Pre-Petition Secured Loan was evidenced by a pre-petition Promissory Note (Revolving Note) dated as of December 20, 2016 (the "***Pre-Petition Note***"). The Pre-Petition Note is secured by a first priority security interest in all of the Debtors' assets (the "***Pre-Petition Collateral***") pursuant to and as more fully described in the Security Agreement dated December 20, 2016 (the "***Pre-Petition Security Agreement***" together with the Pre-Petition Credit Agreement, the Pre-Petition Note, and all other agreements, documents and instruments executed in connection therewith, collectively the "***Pre-Petition Financing Documents***") and ADESA's claim pursuant to that certain December 19, 2016 Assignment, and Assumption Agreement (the "***Paragon Debt Purchase Agreement***") with IBCF and Paragon (collectively, the "***Assignors***") selling, transferring and assigning to ADESA all of the Assignors interest in that certain Securities Purchase Agreement, dated as of August 1, 2011 (as amended to date, the "***Paragon Loan Agreement***"), pursuant to which the Assignors had extended credit to DAS as evidenced by a Senior Secured Note, dated August 1, 2011 in the original principal amount of \$4,000,000 and a Senior Secured Note in the original principal amount of \$1,300,000 (collectively, the "***Paragon Notes***") in the current aggregate outstanding principal amount of \$6,076,476 plus interest, fees and expenses (the "***Paragon Pre-Petition Obligations***") originally secured by certain assets of DAS and certain of the shares of the capital stock of DAS (the "***Paragon Pre-Petition Collateral***", as more particularly set forth in the "Security Agreement," the "Stock Pledge Agreement" and the "Collateral Assignment Agreements" (collectively, the "***Paragon Collateral Documents***" and together with the Paragon Debt Purchase Agreement, Paragon Loan Agreement, the Paragon Notes, and all other agreements, documents and instruments executed in connection therewith, the "***Paragon Loan Documents***"). The Paragon Pre-Petition Collateral is comprised of certain assets and interests of DAS, including, but not limited to, equipment, intellectual property and proceeds thereof, and interests in a certain

facility lease in Mesquite, Texas, all of which is included in Pre-Petition Collateral. DAS repurchased all shares of capital stock of DAS pursuant to that certain Securities Repurchase Agreement between the Assignors and DAS on December 19, 2016; and, as such, the Paragon Pre-Petition Collateral no longer includes any Interests in DAS.

(e) "**Affiliate**" has the meaning set forth in Bankruptcy Code Section 101.

(f) "**Agreement**" means this Agreement (together with all schedules and exhibits referenced herein).

(g) "**Assigned Executory Contracts**" means all executory contracts and unexpired leases, including, but not limited to, personal property leases, real property leases, service agreements, supplier agreements, distribution agreements and operating agreements set forth on Schedule 4.8 that relate to the Subject Assets that Buyer designates in writing that Seller will assume and assign to Buyer, which designation shall be made not later than five (5) days after the hearing on the Disclosure Statement. Such list of Assigned Executory Contracts may be amended in accordance with Section 7.3.

(h) "**Assumed Liabilities**" means only those obligations arising after the Closing Date under the Assigned Executory Contracts (except for any obligations or liabilities arising after the Closing Date attributable to any failure by Seller to fully comply with the terms of the Assigned Executory Contracts prior to the Closing Date), and those liabilities listed below:

- i. Purchase and sale orders entered into by Seller in the Ordinary Course of Business and in existence at the time of Closing;
- ii. Allowed Priority Claims, including Allowed Professional Fee Claims and Allowed Administrative Claims (as each capitalized term is defined in the Plan); and
- iii. Allowed Secured Claims (as defined in the Plan).

(i) "**Bankruptcy Code**" means the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., as amended, or any successor thereto, and any rules and regulations promulgated thereunder.

(j) "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as amended, or any successor rules.

(k) "**Bill of Sale and Assignment**" has the meaning set forth in Section 2.6, in the form attached to this Agreement as Exhibit A.

(l) "**Books and Records**" has the meaning set forth in Section 2.1(n).

(m) "**Breach**" means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation in or of this Agreement or any other Contract, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

- (n) "**Business**" has the meaning set forth in the Recitals to this Agreement.
- (o) "**Business Day**" means any day that is not a Saturday, Sunday, legal holiday or a day on which banks are closed as required by applicable Law.
- (p) "**Buyer**" has the meaning set forth in the first paragraph of this Agreement.
- (q) "**Case**" has the meaning set forth in the Recitals.
- (r) "**Cash and Cash Equivalents**" means cash, third-party checks, wire transfers and any other funds of Seller, and commercial paper, marketable securities, certificates of deposit and other bank deposits, treasury bills and other cash equivalents of Seller calculated in accordance with GAAP.
- (s) "**Claim**" or "**Claims**" has the meaning set forth in Section 2.4(b).
- (t) "**Closing**" has the meaning set forth in Section 10.1.
- (u) "**Closing Costs**" has the meaning set forth in Section 6.1.
- (v) "**Closing Date**" has the meaning set forth Section 10.1.
- (w) "**Code**" means the Internal Revenue Code.
- (x) "**Confidentiality Agreement**" has the meaning set forth in Section 6.2(a).
- (y) "**Confidential Information**" means all information in any form or medium that relates to Seller, the Business, the Subject Assets or the Assumed Liabilities, including financial information, projections, pricing structures, technical data, trade secrets, know-how, ideas, inventions, designs, research, development plans, identities of and arrangements with customers and suppliers, software and data bases, but shall not include any information that (i) is generally available to, or known by, the public (other than as a result of disclosure in violation of this Agreement), (ii) is already in the recipient's possession or comes into recipient's possession on a non-confidential basis (other than as a result of disclosure in violation of this Agreement), or (iii) is independently developed by the receiving party without reliance in any way on any Confidential Information.
- (z) "**Confirmation Order**" means an order approving confirmation of the Plan which has become a final non-appealable order under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.
- (aa) "**Contribution**" has the meaning set forth in Section 2.1(a) and as described in the Plan.
- (bb) "**Copyrights**" has the meaning set forth in the definition of the term Intellectual Property.

(cc) "**Court**" means the United States Bankruptcy Court for the Northern District of Texas.

(dd) "**DAS**" has the meaning set forth in the first paragraph of this Agreement.

(ee) "**DAS Global**" has the meaning set forth in the Recitals of this Agreement.

(ff) "**DAS Government**" has the meaning set forth in the Recitals of this Agreement.

(gg) "**DIP Claim**": means the Super Priority Senior Secured Claim of ADESA allowed pursuant to any interim and final order granting the Debtors' Motions for an Interim and Final Order (I) Authorizing the Debtors to use Cash Collateral of Existing Secured Lender; (II) Granting Adequate Protection for use Thereof; (III) Authorizing the Debtors to Obtain Postpetition Financing Pursuant to Sections 364(b), 364(c), and 364(d) of the Code; (IV) Modifying the Automatic Stay to Allow for the Relief Requested Herein; and Scheduling Final Hearing [Docket Nos. 10 and 11] which is secured by the Debtors' Assets, and which is also a super priority Administrative Claim

(hh) "**DIP Facility**" has the meaning set forth in the Recitals to this Agreement.

(ii) "**DIP Orders**" means those certain interim and final orders entered by the Court in the Case at Docket Numbers 29, 30, 78, 79, 109, and 110.

(jj) "**Disclosure Statement**" means the Disclosure Statement [Docket No. 100] (as amended and modified from time to time) filed on January 27, 2017 with the Court as described in Section 1125 of the Bankruptcy Code.

(kk) "**Employee Benefit Plan**" means (x) any "employee benefit plan" or "plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act ("**ERISA**"), and (y) all plans or policies providing for "fringe benefits" (including but not limited to vacation, paid holidays, personal leave, employee discounts, educational benefits or similar programs), and each other bonus, incentive compensation, deferred compensation, profit sharing, stock, severance, retirement, health, life, disability, group insurance, employment, stock option, stock purchase, stock appreciation right, performance share, supplemental unemployment, layoff, consulting, or any other similar plan, agreement, policy or understanding (whether qualified or nonqualified, currently effective or terminated within the six (6) years preceding the date hereof), and any trust, escrow or other agreement related thereto, which (i) is or has been established, maintained or contributed to by Seller or any other corporation or trade or business under common control with Seller (an "**ERISA Affiliate**") as determined under Section 414(b), (c) or (m) of the Code with respect to the Business, or with respect to which Seller has or may have any Liability that could affect the Business, or (ii) provides benefits, or describes policies or procedures applicable, to any director, officer, employee, former director, officer, employee or dependent thereof of Seller, regardless of whether funded. Employee Benefit Plan also includes any written or enforceable oral representations made to any director, officer, employee or former director, officer or employee of Seller promising or guaranteeing any employer payment or funding for the continuation of medical, dental, life or disability coverage for any period of time beyond the end of the current plan year (except to the extent of coverage required under Code Section 4980B or complementary state law).

(ll) "**Encumbrance**" means any charge, claim, community property interest, condition, equitable interest, Lien, option, pledge, security interest, mortgage, right-of-way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income, exercise of any other attribute of ownership, or other similar encumbrances of any nature whatsoever.

(mm) "**Equipment Leases**" has the set forth in Section 2.1(k) and is included in the term Assigned Executory Contract.

(nn) "**Estate**" has the meaning set forth in the Recitals.

(oo) "**Excluded Assets**" has the meaning set forth in Section 2.4.

(pp) "**Excluded Liabilities**" means each and every Liability of the Seller (whether arising prior to, at the time of, or subsequent to Closing) other than the Assumed Liabilities.

(qq) "**Executory Contracts**" means all contracts and unexpired leases to which Seller is a party, and under which each party thereto continues to have unperformed obligations, including, but not limited to, the obligation of any party to make payment or perform services. The definition of "**Executory Contracts**" includes, but is not limited to, personal property leases, real property leases, supplier agreements, distribution agreements, operating agreements, and executory licenses of Intellectual Property.

(rr) "**Final Order**" means an order or judgment, the operation or effect of which is not stayed, as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

(ss) "**Financial Statements**" has the meaning set forth in Section 4.6 of this Agreement.

(tt) "**GAAP**" means United States generally accepted accounting principles.

(uu) "**Governmental Authority**" means any national, federal, state, local or other governmental, regulatory or administrative authority, agency, department, or any court, tribunal or judicial or arbitral body of any country or any political subdivision thereof.

(vv) "**Intellectual Property**" means on a world-wide basis, any and all: (i) patents, patent disclosures, patent applications, designs, algorithms and other industrial property rights, (ii) trademarks, service marks, trade names, service names, brand names, all trade dress rights, labels or other trade rights, logos, domain names, corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, all applications, registrations and renewals thereof, material unregistered trademarks and the ability to apply and/or register any trademark, service mark or trade name used in the Business (collectively, "**Trademarks**"), (iii) copyrights, copyright registrations and applications therefor, works of authorship, and mask work rights and, material unregistered copyrights, in each case used primarily in connection with the purchased Business (collectively, "**Copyrights**"), (iv) mask

works, (v) computer software (including source code (with all programmer notes, comments and remarks, if any), object code, macros, scripts, objects, routines, modules and other components), data, data bases and documentation thereof, (vi) trade secrets and other confidential or proprietary information (including ideas, formulas, recipes, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, products, processes, techniques, methods, research and development information and results, drawings, specifications, designs, technical and development plans and proposals, technical data and customer, prospect and supplier lists and information), (vii) registered user entries, registrations of entries, Internet web sites and content, promotional material and other trade rights, whether or not registered, technology, proprietary and other technical information, including all contracts, agreements and licenses relating thereto, owned by Seller or in which it has any rights ("**Proprietary Property**"), (viii) other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, (ix) "data" as defined in 48 CFR Section 27.401, (x) copies and tangible embodiments thereof (in whatever form or medium), and (xi) registrations, applications (pending and in-process), renewals, extensions, continuations, divisions or reissues of or for any of the foregoing rights, now or hereafter in force (including all rights therein).

(ww) "**Intellectual Property Assignment Agreement**" has the meaning set forth in Section 2.6, a form of which is attached to this Agreement as Exhibit B.

(xx) "**Key Employment Letter**" has the meaning set forth in Section 6.4.

(yy) "**Law**" means any national, federal, state, local or other law, statute, rule, regulation, ordinance, code, policy, order, decree, judgment, consent, settlement agreement or other governmental requirement enacted, promulgated, entered into, agreed to or imposed by any Governmental Authority.

(zz) "**Lien**" means any claim, pledge, option, charge, hypothecation, easement, security interest, right-of-way, encroachment, mortgage, and deed of trust or other encumbrance.

(aaa) "**Liability**" means, as to any Person, all direct or indirect debts, adverse claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct, indirect, absolute or contingent, of such Person, whether accrued, vested or otherwise, whether known or unknown, whether due or to become due, whether asserted or unasserted and whether or not actually reflected, or required to be reflected, in such Person's balance sheets or other books and records.

(bbb) "**Material**" means any result, action or item which a reasonable Person operating a business of the size and type of Seller would deem sufficient to have a significant impact on such business's operation in the Ordinary Course of Business or on the value of the Subject Assets.

(ccc) "**Material Adverse Effect**" means an event, violation, inaccuracy, circumstance or other matter that (individually or in the aggregate) would adversely affect the business, condition (financial or otherwise), capitalization, assets, liabilities, operations or financial performance of the Subject Assets taken as a whole by more than \$50,000.00; provided that the following shall

not be deemed to constitute, create or cause a Material Adverse Effect (i) any changes, circumstances or effects that result from any of the transactions contemplated by this Agreement and public announcement thereof, (ii) general economic conditions affecting the United States or those countries within which Seller operates, (iii) a change in GAAP or regulatory accounting principles or interpretations thereof after the date hereof, or a change in applicable law or interpretations thereof by any Governmental Entity after the date hereof, (iv) any act of war or terrorism (or, in each case, escalation thereof) or declaration of a national emergency, (v) any natural disaster, except in each case covered by clauses (i) through (v) to the extent such event, effect, occurrence, development, circumstance or change of fact disproportionately affects Seller as compared to other companies engaged in an industry substantially similar to the Business. Any failure by Seller to meet internal or other financial projections or forecasts for any period shall not, by itself, be deemed a Material Adverse Effect. Any financial effect on the Seller resulting from the Case shall not be deemed a Material Adverse Effect.

(ddd) "**Material Contracts**" has the meaning set forth in Section 4.8 of this Agreement.

(eee) "**Ordinary Course of Business**" means, with respect to any Person, such Person has conducted its business in the ordinary and usual course consistent with its past custom and practices (except any payments or liabilities to any related parties of Seller other than rent or salaries) and in accordance with applicable Laws.

(fff) "**Parties**" has the meaning set forth in the first paragraph of this Agreement.

(ggg) "**Party**" has the meaning set forth in the first paragraph of this Agreement.

(hhh) "**Permit**" means any permit, franchise, certificate, consent, clearance, notification, authorization, approval, registration or license granted by or obtained from any Governmental Authority in accordance with applicable Law.

(iii) "**Permitted Liens**" means (i) statutory Liens for current Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith; (ii) zoning, entitlement and other land use and environmental regulations or designations by any Governmental Entity provided that such regulations or designations have not been violated, which in each case do not materially interfere with the operation of the Business as currently conducted; (iii) title of a lessor under a capital or operating lease; and (iv) mortgages, security interests, Liens and Encumbrances arising from and related to any Assumed Liabilities.

(jjj) "**Person**" means an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, joint stock company, labor union, estate, Governmental Entity or other entity.

(kkk) "**Petition Date**" has the meaning set forth in the Recitals to this Agreement.

(III) "**Plan**" means a plan of reorganization (as amended) filed, noticed and served in accordance with the requirements of Bankruptcy Code Sections 1121 through 1144 and the Bankruptcy Rules, which provides for Court approval of, *inter alia* (i) the sale of the Subject Assets to Buyer free and clear of Liens, Claims and Encumbrances, (ii) assumption of certain

enumerated liabilities, (iii) approval of assumption or assignment of certain of the Subject Assets in accordance with the terms and conditions of this Agreement, and (iv) a finding that Buyer is a good faith purchaser and is not the successor of Seller.

(mmm) "**Proceeding**" means any action, suit, charge, complaint, claim or legal, administrative, arbitration or other alternative dispute resolution proceeding or investigation.

(nnn) "**Proprietary Property**" has the meaning set forth in the definition of Intellectual Property.

(ooo) "**Purchase Price**" has the meaning set forth in Section 3.1.

(ppp) "**Related Agreements**" means the Bill of Sale and Assignment and any other written agreement executed on or after the date hereof by Seller, Buyer or any of their respective Affiliates, as applicable, in connection with the transactions provided for in this Agreement and the Closing hereunder.

(qqq) "**Required Regulatory Approvals**" means all consents and approvals required from all regulatory authorities or Governmental Authorities having jurisdiction over the Parties as shall be necessary for the completion of the transactions contemplated by this Agreement and the continuation of the Business, by Buyer, post-Closing.

(rrr) "**Seller's Bankruptcy Filings**" has the meaning set forth in Section 4.7.

(sss) "**Subject Assets**" has the meaning set forth in Section 2.1.

(ttt) "**Tax**" or "**Taxes**" means any current, deferred, federal, state, county, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including income, profits, gains, net worth, sales and use, *ad valorem*, gross receipts, business and occupation, license, minimum, alternative minimum, environmental, estimated, stamp, custom duties, occupation, property (real or personal), franchise, capital stock, license, excise, value added, payroll, employees, income withholding, social security, unemployment or other tax, together with any penalty, addition to tax or interest on the foregoing.

(uuu) "**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(vvv) "**Trademarks**" has the meaning set forth in the definition of Intellectual Property.

Section 1.2. Other Definitional Provisions.

(a) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(d) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) All references to "\$" and dollars shall be deemed to refer to the currency of the United States of America.

(h) All references to any financial or accounting terms shall be defined in accordance with GAAP, except as otherwise specifically defined herein.

ARTICLE II.

TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES

Section 2.1. Transfer of Subject Assets. On the terms of and subject to the conditions in this Agreement, Seller will sell, convey, transfer, assign and deliver to Adesa and/or its assignee, on the Closing Date, all of Seller's right and title to and interest in all of the operating assets of Seller, except the Excluded Assets (collectively, the "*Subject Assets*" including, but not limited to):

(a) [Reserved];

(b) All fixed assets, leasehold improvements, vehicles and production equipment, including the property set forth on Schedule 2.1(b);

(c) All personal property including product catalogs, advertising materials, stationery, purchase order forms, sale order forms and invoices, backlog, claims and rights under contracts, distribution agreements, supplier agreements, purchase orders, work orders, leases of equipment, machinery, vehicles, production machinery, tooling and office furniture and equipment and other items of personal property, including the property set forth on Schedule 2.1(c);

(d) [Reserved];

(e) All licenses, Permits, franchises, certificates, approvals and authorizations necessary to conduct the Business, including the property set forth on Schedule 2.1(e);

(f) All intangible assets and goodwill of Seller;

(g) All cash and cash equivalents relating to the Business existing and in the possession of Seller at the Closing;

(h) All Intellectual Property of any kind used in the Business, including, but not limited to, the property set forth on Schedule 2.1(h), the benefit of third-party representations, warranties and guarantees, supplier lists, customer lists, business plans and strategies, marketing materials and plans, trade secrets, know-how, computer software and programs, telephone number 866.298.4221 and domain names "dependableautoshippers.com," "dasautoshippers.com" and "dasglobalservices.com," the trademarks and trade names "DAS" and "Dependable Auto Shippers" and any derivative or combination of those marks and names and all other taglines or slogans used by Seller in connection with the Business or its products, including all goodwill associated therewith.

(i) [Reserved].

(j) All Accounts Receivable of Seller related to the Business existing as of the Closing;

(k) The amount of and all rights to any insurance proceeds received or entitled to be received by Seller after the date hereof related to any of the Subject Assets;

(l) All prepaid expenses, prepaid rents, prepaid insurance, utility deposits and deposits on contractual obligations related to Subject Assets, including the items set forth on Schedule 2.1(m); and

(m) All computer records, files, books and records ("**Books and Records**") of Seller relating to the Business (but excluding Seller's Retained Records), all as the same exist on the Closing Date including, but not limited to, accounting information, marketing reports, statements, and customer lists and accounts.

The Subject Assets, whether or not specifically itemized above, that fall under the definition of Assigned Executory Contracts are subject to the terms of Section 7.3, and any Executory Contract that is not specifically designated by Buyer in accordance with the procedures set forth in Section 7.3 shall be an Excluded Asset (as defined below).

Section 2.2. Assumption of Liabilities. In addition to the payment of the Purchase Price, Buyer shall assume the Assumed Liabilities at the Closing. Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming any Excluded Liabilities or any other Liability of any predecessor of Seller or any prior owner of all or part of its businesses and assets of whatever nature, whether presently in existence or arising hereafter. All such other Liabilities (including the Excluded Liabilities) shall be retained by and remain obligations and liabilities of Seller.

Section 2.3. Subject Assets Sold "As Is, Where Is". THE PARTIES HERETO AGREE THAT THE SUBJECT ASSETS SOLD PURSUANT TO THIS AGREEMENT ARE SOLD, CONVEYED, TRANSFERRED AND ASSIGNED ON AN "AS IS, WHERE IS" BASIS

"WITH ALL FAULTS" AND THAT EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, TERMS, CONDITIONS, UNDERSTANDINGS OR COLLATERAL AGREEMENTS OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, CONCERNING THE SUBJECT ASSETS OR THE CONDITION, QUALITY, OR USEFULNESS, OF THE SUBJECT ASSETS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE ALSO HEREBY EXPRESSLY DISCLAIMED. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT NO PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES.

Buyer confirms, acknowledges and agrees that it has inspected the Subject Assets prior to the execution of this Agreement to the extent that it wishes to do so and that Buyer is relying upon its own investigations and inspections of the Subject Assets with respect to the quality and condition thereof.

Section 2.4. Excluded Assets. Seller shall retain, and Buyer shall not purchase, Seller's right, title and interest in or to any of the following assets and properties of Seller (collectively, the "**Excluded Assets**"), all of which shall remain the exclusive property of Seller, free and clear of any Claim of Buyer:

(a) Any Executory Contracts other than the Assigned Executory Contracts or the Proprietary Property;

(b) All rights, demands, claims, actions and causes of action (collectively, "**Claims**") which Seller may have (x) against any Affiliate of Seller in respect of intercompany receivables, guarantees or indemnities by Seller, or (y) against any Person (other than ADESA and its Affiliates) solely with respect to any Excluded Assets, other than Accounts Receivable with respect to Excluded Assets (the "**Excluded Claims**");

(c) All Claims that Seller may have against any third party, including any Governmental Entity, under Chapter 5 of the Bankruptcy Code or otherwise constituting Cause of Action (as defined in the Plan) (collectively, the "**Avoidance Actions**");

(d) All Claims that Seller may have against any Person (including Governmental Entities) for refund or credit of any type with respect to Taxes accrued with respect to periods ending on or prior to the Closing Date; provided, however, that Seller covenants not to assert any such Claim against an obligor with respect to any Account Receivable without the prior written consent of Buyer;

(e) Except as provided in Section 2.1(k), all insurance policies, insurance claims and proceeds of insurance policies owned by Seller;

(f) Loans owed to Seller by any employee or director of Seller and any intercompany loans;

(g) All rights of Seller under this Agreement, and the agreements and instruments delivered to Seller by Buyer pursuant to this Agreement or the transactions contemplated hereby;

(h) The company seal, minute books, charter documents, stock or equity record books and such other books and records as pertain to the organization, existence or capitalization of Seller;

(i) Any information that constitutes personally identifiable information as defined by Bankruptcy Code Section 101(41A).

(j) Seller's directors' and officers' liability insurance policy, executive or incentive compensation, bonus, deferred compensation, pension, profit sharing, savings, retirement, stock option, stock purchase, group life, health or accident insurance or other Employer Benefit Plan;

(k) All membership interests, capital stock or other equity interests of Seller, including any options, warrants or other securities exchangeable or convertible into membership interest, capital stock or other equity interests of Seller; and

(l) Seller's bank accounts.

Section 2.5. Method of Conveyance and Transfer. At Closing and subject to the Confirmation Order, Seller shall transfer good and marketable title to the Subject Assets to Buyer free and clear of any and all Encumbrances other than the Assumed Liabilities.

Section 2.6. Delivery of Instruments of Transfer. At Closing, Seller shall deliver to Buyer or its assignee such specific assignments, bills of sale, endorsements, certificates, leases, deeds, real property title documents and other good and sufficient instruments of conveyance and transfer, in form and substance satisfactory to Buyer and its counsel, as shall be reasonably requested by Buyer to effectively vest in Buyer or its assignee, as provided in the Confirmation Order issued pursuant to the Bankruptcy Code, good and marketable title to all the Subject Assets, including the bill of sale and assignment assumption agreement, dated the Closing Date, in the form attached hereto as Exhibit A (the "**Bill of Sale and Assignment**"), and the assignment of Intellectual Property, if any, conveying the Intellectual Property included in the Subject Assets to Buyer, in the form attached hereto as Exhibit B (the "**Intellectual Property Assignment Agreement**"). Simultaneously with the delivery of such instruments and agreements, Seller shall place Buyer or its assignee in actual possession and operating control of the Subject Assets and, if required, as the case may be with respect to the domain names identified in Section 2.1(h) have the appropriate Person from Seller available to cause the transfer of those domain names as may be required by the Registrars of the domain names. In addition to the foregoing, at the Closing, Seller shall also deliver all of the documents and agreements and other deliveries contemplated by Article VIII.

Section 2.7. Further Assurances. Seller, at any time and from time to time after the Closing, upon reasonable request of Buyer, will do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better conveying, transferring, assigning and delivering to Buyer, or to its successors and assigns, and for aiding and assisting in collecting and reducing to Buyer's possession, all of the Subject Assets.

ARTICLE III.

PAYMENT OF PURCHASE PRICE

Section 3.1. Purchase Price. The purchase price for the Subject Assets shall be the sum of the following amounts (collectively, the "**Purchase Price**"). At the Closing, the Purchase Price shall be paid as follows:

(a) A credit bid of up to the total amount due and owing pursuant to the ADESA Claim as of the Closing Date and as permitted by Section 363 of the Bankruptcy Code and other provisions of the Bankruptcy Code;

(b) The Contribution; and

(c) the Assumed Liabilities.

Section 3.2. Use of Contribution. On the Closing Date, the Contribution will be deposited with the Liquidating Trustee (as defined in the Plan), as designated by the Liquidating Trustee and the Liquidating Trustee Agreement (as defined in the Plan) to be held, maintained and administered in accordance with the Liquidating Trust Agreement, the Confirmation Order and Article V of the Plan.

Section 3.3. Tax Allocation of Purchase Price. Prior to the Closing, Buyer and Seller shall work together to agree on the allocation of the Purchase Price among the Subject Assets in accordance with Code Section 1060 and applicable Treasury Regulations (and similar provisions of state or local law). The allocations required under the preceding sentence shall be prepared for each Seller. To the extent that Buyer and Seller agree on the allocation of the Purchase Price for each Seller, the allocation shall be set forth on Schedule 3.3 to be included in this Agreement at the Closing and Buyer and each of Seller shall file, in accordance with Section 1060 of the Code an Asset Allocation Statement on Form 8594 which reflects the allocations set forth on Schedule 3.3 for the Subject Assets with its federal income tax return for the tax year in which the Closing Date occurs and shall contemporaneously provide the other Party with a copy of the Form 8594 being filed. Each Party agrees not to assert, in connection with any tax return, audit or other similar proceeding, any allocation of the aggregate consideration which differs from the allocation set forth on Schedule 3.3. Notwithstanding any other provisions of this Agreement, this Section 3.3 shall survive the Closing Date without limitation, and shall not be an admission of and shall not be evidence of the value of any of the Subject Assets on Seller's Case or any other related proceeding, and shall be for tax purposes only. To the extent that Buyer and Seller are unable to agree on the allocation of the Purchase Price for each Seller, then Buyer and each Seller shall be free to file a Form 8594 completed by such party.

Section 3.4. Transfer Taxes. All applicable sales and transfer taxes ("**Transfer Taxes**"), if any, arising by reason of the transfer of the Subject Assets under this Agreement will be paid by Buyer.

ARTICLE IV.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER

Section 4.1. Organization and Good Standing.

(a) DAS is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Seller has full power and authority to carry on the Business as and where now conducted and to own or lease and operate their respective properties as and where now owned or leased and operated by them, and are duly qualified to do business in every jurisdiction in which the property owned, leased or operated by them, or the nature of the business conducted by them, makes such qualification necessary.

(b) Set forth on Schedule 4.1(b) is a true and correct list of all jurisdictions where Seller has material business operations or owns or leases property.

(c) Set forth on Schedule 4.1(c) is a true and correct organization chart indicating Seller and its respective corporate parents or individual owners and subsidiaries as of the date of this Agreement and as of the Closing.

Section 4.2. Authority. Subject to the entry of the Confirmation Order, (a) Seller has all requisite power and authority, corporate, trustee, partnership or otherwise, to execute, deliver and perform under this Agreement and the other agreements, certificates, and instruments to be executed by it in connection with or pursuant to this Agreement (together with this Agreement, the "***Seller's Documents***"); (b) the execution, delivery, and performance by Seller of each Seller Document to which it is a party has been duly authorized by all necessary action, corporate or otherwise, on the part of **such** Seller; (c) this Agreement has been, and at the Closing the other Seller's Documents will be, duly executed and delivered by Seller; and (d) this Agreement is, and upon execution and delivery, the Seller's Documents will be a legal, valid, and binding agreement of Seller and, enforceable against Seller in accordance with their respective terms.

Section 4.3. No Violation or Consents. Subject to the entry of the Confirmation Order, except as set forth on Schedule 4.3, neither the execution, delivery and performance of this Agreement by the Seller, nor the consummation of the transactions contemplated hereby will (a) violate or conflict with any provision of the certificate of formation or incorporation, as applicable, bylaws, operating agreement or other governing documents of Seller (b) require the consent, waiver, approval, license or authorization of or any filing by Seller with any third party or public authority, (c) violate, conflict with or result in a breach of or the acceleration of any material obligation under, or constitute a default (or an event which with notice or the lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of an Encumbrance on any Subject Assets, other than the Permitted Encumbrances, or (d) to Seller's knowledge, violate or conflict with any law, rule, regulation, permit, ordinance or regulation applicable to the Subject Assets to be transferred to Buyer or its nominee hereunder.

Section 4.4. Compliance with Law. Except as set forth on Schedule 4.4:

(a) Except as otherwise specifically directed by the Court, Seller has conducted and continues to conduct the Business in accordance with all Laws applicable to Seller and the Subject Assets.

(b) All filings and notices relating to the Business, or the ownership or operation thereof, required to be made by Seller with all Governmental Authorities have been made by or on behalf of Seller other than filings or notices for which the failure to provide is not, individually or in the aggregate, reasonably expected to have a Material Adverse Effect on Seller.

Section 4.5. Litigation. Except as set forth in Seller's Bankruptcy Filings, there is no dispute, challenge, action, suit, proceeding in equity or law, arbitration or administrative or other proceeding, any investigation by any person (including, without limitation, any Governmental Authority), any claim of infringement of any Trademark identified on Schedule 2.1(h), pending or threatened against or affecting Seller or the Subject Assets that, if adversely determined, would have a Material Adverse Effect upon the Subject Assets or Seller's ability to perform their obligations under this Agreement or upon the consummation of the transactions described herein. None of the Subject Assets are subject to any adverse order, judgment, injunction, writ or decree.

Section 4.6. Financial Statements and Reports; Material Liabilities. Seller has provided Buyer with all financial statements and documents as required under the DIP Orders and the Bankruptcy Code (collectively, these documents are referred to as the "**Financial Statements**"). The Financial Statements are true and accurate and were prepared in accordance with sound accounting practices applied on a consistent basis with the past practices of Seller.

Section 4.7. Absence of Certain Events. Except as ordered by the Court and disclosed in the filings, including Seller's Schedules of Assets and Liabilities and Statement of Financial Affairs, as amended, made by the Seller with the Court in connection with the Case (the "**Seller's Bankruptcy Filings**"), Seller has conducted its business in the ordinary course, and there has not been any:

(a) Material Adverse Effect on the Subject Assets or in the financial condition, liabilities, Business or results of operations of Seller;

(b) sale, assignment or transfer of any of the material assets of Seller;

(c) any breach of, or default under, any Material Contract by Seller;

(d) destruction or loss of any Subject Asset; or

(e) increase in the compensation of officers or employees of Seller (including any such increase pursuant to any bonus, pension, profit sharing or other plan or commitment) or any increase in the compensation payable or to become payable to any such officer or employee or any severance or termination pay or any modification of any employee benefit plan to which any Seller is a party.

Section 4.8. Material Contracts.

(a) Copies of all contracts material to the operations of the Business in effect as of the Petition Date have been provided or made available by Seller to Buyer and are true and correct copies of all contracts or other agreements to which Seller are a party or are bound, or by which any of the Subject Assets are bound, whether or not made in the ordinary course of business, including those contracts and leases identified in Section 2.1 and as set forth on Schedule 4.8 (collectively, the "**Material Contracts**"). With respect to the Assigned Executory Contracts, on Schedule 4.8, Seller has indicated which Material Contracts may be classified as Executory Contracts.

(b) Except as set forth on Schedule 4.8, subject to the orders of the Court and procedure prescribed in Section 7.3, (i) each Material Contract is a valid and binding agreement of Seller, enforceable in accordance with its terms; (ii) Seller has performed, and, to Seller's knowledge, each other party has performed or will perform, each material term, covenant and condition of each Material Contract required to be performed as of the date hereof and as of the Closing; and (iii) to Seller's knowledge, no event has occurred that would, with the passage of time or compliance with any applicable notice requirements or both, constitute a default by Seller under any of the Material Contracts.

Section 4.9. Employee Benefit Plans.

(a) Set forth in Schedule 4.9 is a true and correct list of all of Seller's Employee Benefit Plans.

(b) Each Employee Benefit Plan is and at all times has been maintained, funded, operated, administered and invested in compliance with the terms of such Employee Benefit Plan and all applicable Laws, including ERISA, and the Code and Seller has performed all of its material obligations under each Employee Benefit Plan. All contributions required to be made to any Employee Benefit Plan by applicable Laws or by the terms of such Employee Benefit Plan, and all premiums due or payable with respect to insurance policies funding any Employee Benefit Plan, for any period through the Effective Date, have been paid in full. None of the Subject Assets is encumbered by any indebtedness to any Employee Benefit Plan, the Pension Benefit Guaranty Corporation, the Internal Revenue Service, or any other individual or agency.

Section 4.10. Labor Matters. Seller is not a party to any collective bargaining agreement with respect to any of Seller's employees. None of the employees of Seller are represented by any labor union and Seller does not have any knowledge of any union organizational efforts involving Seller's employees during the past five (5) years.

Section 4.11. Intellectual Property.

(a) Schedule 2.1(h) identifies (i) each patent, Trademark or Copyright which has been issued to Seller and has not expired with respect to any Intellectual Property (with any relevant registration numbers identified), (ii) each pending patent application and application for registration of a Trademark or Copyright which Seller has made with respect to any Intellectual Property, and (iii) each license, sublicense, agreement or other permission, relating to Intellectual

Property to which any Seller is a party, pursuant to which any Seller has granted to any third party the right to use any Intellectual Property.

(b) Each item of Proprietary Property disclosed on Schedule 2.1(h) and all Internet web site content and software developed internally by Seller (i) is owned by Seller, free and clear of any Encumbrances, other than Permitted Encumbrances, and (ii) is not currently the subject of any challenge, opposition, litigation or any other proceeding before any Governmental Authority.

(c) To the best of each Seller's knowledge, no Person is infringing upon the Intellectual Property owned or used by Seller, and Seller has not notified any Person that it believes that such Person is so infringing.

Section 4.12. Seller as Debtor in Possession; No Trustee. From the Petition Date through the Closing Date, Seller has been at all times in its Case debtor-in-possession pursuant to Section 1107 of the Bankruptcy Code, and no trustee or examiner has been appointed in the Case.

Section 4.13. Assigned Executory Contracts. A true and accurate copy of each Executory Contract was made available to Buyer by Seller. All Executory Contracts are listed on Schedule 4.8, and every contract listed on Schedule 4.8 that is an Executory Contract is designated as an Executory Contract.

Section 4.14. Notice. Seller has provided notice of their intent to enter into this Agreement to all creditors and other parties in interest.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER AND ADESA

As a material inducement to Seller to enter into this Agreement and the Related Agreements and all other agreements and documents executed by Seller in connection with this Agreement and the Closing hereunder and to consummate the transactions contemplated by this Agreement and the Related Agreements, ADESA represents and warrants to Seller that:

Section 5.1. Organization and Good Standing. ADESA is a corporation validly existing and in good standing under the Laws of the State of Delaware. ADESA has full power and authority to carry on its business as and where now conducted and to own or lease and operate its properties at and where now owned or leased and operated by it, and is duly qualified to do business and is in good standing in every jurisdiction in which the property owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification necessary.

Section 5.2. Authority. ADESA has all requisite power and authority, corporate, trustee, partnership or otherwise, to execute, deliver, and perform under this Agreement and the other agreements, certificates, and instruments to be executed by it in connection with or pursuant to this Agreement (together with this Agreement, the "Buyer Documents"). The execution, delivery, and performance by ADESA of each Buyer Document to which it is a party has been duly authorized by all necessary action, corporate or otherwise, on the part of ADESA,

as applicable. This Agreement has been, and at the Closing the other Buyer Documents will be, duly executed and delivered by ADESA, as applicable, if such Party is party thereto. This Agreement is, and upon execution and delivery, each of the other Buyer Documents will be, a legal, valid, and binding agreement of ADESA, as applicable, enforceable against ADESA, as applicable, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and general principles of equity.

Section 5.3. No Violation of Charter Documents, Contracts or Laws. Neither the execution and delivery of this Agreement, nor the consummation of the transactions provided for herein or therein, will conflict with, or (with or without notice or lapse of time, or both) result in a termination, Breach, impairment or violation of: (a) any provision of ADESA's certificate of formation or incorporation, as applicable, bylaws, operating agreements or other charter documents, as applicable, as currently in effect; (b) any material contract to which ADESA is a party or bound; or (c) any federal, state, local or foreign judgment, writ, decree, order, statute, rule or regulation applicable to ADESA, which, in the case of clauses (b) and (c), would have or be reasonably expected to have a Material Adverse Effect on ADESA or their ability to consummate the transactions contemplated by this Agreement.

Section 5.4. Subject Assets "As Is"/Release. Except as otherwise provided herein, Buyer shall acquire the Subject Assets on an "As Is, Where Is" basis, "With All Faults" as described Section 2.3 and Seller shall not be liable or bound in any manner by any oral or written statements or representations (other than those contained in this Agreement) relating to the Subject Assets. Buyer has entered into this Agreement on the basis of its own investigation of all the facts and conditions underlying or relating to the Subject Assets and the Business,

Section 5.5. Articles of Organization; Corporate Minutes. A true, accurate and complete copy of each of ADESA's certificate of incorporation or certificate of formation, as applicable, and bylaws or other governing documents, and good standing certificates from the Secretary of State of the State of Indiana have been delivered to Seller.

Section 5.6. Available Funds. ADESA will have on the Closing Date sufficient funds available to it to perform all of their obligations under this Agreement, including, without limitation, to pay the Purchase Price in accordance with the terms of this Agreement and to assume the Assumed Liabilities.

ARTICLE VI.

ADDITIONAL COVENANTS OF THE PARTIES

Section 6.1. Use of Contribution at Closing; Closing Costs. As provided in Section 3.2, the Contribution will be delivered to the Liquidating Trustee at Closing. No later than ten (10) days prior to the Confirmation Hearing (as defined in the Plan), Seller shall provide to Buyer a list of estimated Closing Costs, including the estimated amounts owed for Allowed Priority Claims, including Allowed Administrative and Professional Fee Claim, and Secured Claims and the Persons entitled to such amounts and other costs and expenses of Closing, as may be applicable (collectively, the "*Closing Costs*").

Section 6.2. Due Diligence; Access to Information. Buyer shall cooperate with Seller in permitting each to continue to conduct reasonable due diligence on Buyer, its operations, directors, principal shareholders, officers and employees.

Section 6.3. Mutual Cooperation.

(a) The Parties agree to execute and deliver all other instruments and take all such other actions that either Party may reasonably request from time to time, before or after Closing and without payment of further consideration, to effectuate the transactions provided herein and to confer to the Parties hereto the benefits intended by such transactions, including, but not limited to, ensuring that the Person with authority to transfer the domain names identified in Section 2.1(h) causes the appropriate Registrar to transfer such domain names at Closing. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

(b) Buyer acknowledges that the Liquidating Trustee will require access to Seller's Records following the Closing. Buyer agrees to grant such access on such terms as Liquidating Trustee may reasonably require to fulfill its duties under the Liquidating Trust Agreement and the Bankruptcy Code, including granting access on three (3) days prior notice to Buyer. Buyer and Seller agree that the failure of Buyer to comply with the provisions of this Section 6.3(b) shall give the Liquidating Trustee the right to seek enforcement of such provision in the Court.

Section 6.4. Seller's Key Employees. As of the Closing Date, ADESA shall enter into an employment letters with Timothy Higgins, John Roehl, [_____].

Section 6.5. Other Seller's Employees. Seller shall, on or before the Closing Date, terminate the employment of all of their employees, including the Key Employees, and Seller shall remain solely liable and responsible for all obligations to their employees and former employees, including all salary, wages, bonuses, welfare and pension benefits, WARN Act Obligations and other compensation or benefits related to, in connection with or arising out of their employment with Seller or the termination of their employment by Seller in connection with the transactions contemplated by this Agreement or otherwise.

Section 6.6. Name Change. On the Closing Date, Seller shall, and hereby agrees to, unconditionally, irrevocably and in perpetuity, relinquish to Buyer all rights to the use of the names "Dependable Auto Shippers," "DAS", "DAS Global Services", and "DAS Government Services" and all other Trademarks in the Subject Assets and any and all derivative forms thereof. Seller shall cause each of its subsidiaries with a corporate name which includes all or a portion of a Trademark included in the Subject Assets to, change its corporate name to a name which does not include all or a portion of any Trademark included in the Subject Assets and shall make all necessary legal filings with the appropriate authorities to reflect such changes. The Confirmation Order shall provide for the modification of the case caption on the proceedings before the Court to reflect the change of the names of Seller.

Section 6.7. Further Assurances.

(a) If any of the Parties becomes aware, prior to the Closing Date, that any of its representations, warranties or covenants is inaccurate or incapable of being performed in any material respect, then such Party shall promptly give written notice of such inaccuracy or incapability to the other Parties; provided, however, that nothing contained in this Section shall relieve the Party bound by such representation, warranty or covenant from complying with such representation, warranty or covenant.

(b) The Parties shall each use reasonable efforts to cause the transactions contemplated herein and in the Related Agreements to be consummated in accordance with the terms hereof and thereof and, without limiting the generality of the foregoing, shall use reasonable efforts to obtain all necessary approvals, waivers, consents, permits, licenses, registrations and other authorizations required in connection with the Related Agreements, including, but not limited to, the Confirmation Order.

(c) The Confirmation Order shall contain provisions authorizing the representative of the Seller to sign any documents which may be required after entry of the Confirmation Order and before and after the Effective Date of the Plan and the Closing Date to effectuate the transactions set forth herein. The reorganized Seller shall cause such representative to cooperate with Buyer in obtaining any necessary approvals, waivers, consents, permits, licenses, registrations or other authorizations in accordance with Section 6.7(b).

Section 6.8. Governmental Approvals. The Parties shall each use reasonable efforts and shall proceed diligently and in good faith to, as promptly as practicable, obtain all consents, approvals or actions of, make all filings with and give all notices to, Governmental Authorities required to consummate the transactions contemplated by this Agreement, if any.

Section 6.9. Publicity. No public announcement, press release or similar publicity with respect to this Agreement or the transactions contemplated by this Agreement shall be made by any Party prior to the Closing Date unless planned and coordinated jointly between the Parties, except to the extent otherwise required by applicable laws, rules or regulations governing the Parties, including the Bankruptcy Code, the Bankruptcy Rules, the federal securities laws and the rules and regulations of any applicable stock exchange.

Section 6.10. Conduct of Business.

(a) Continuing Operations of Seller. From the date hereof and prior to the Closing Date, and except (i) as otherwise contemplated by this Agreement, (ii) in accordance with any order of the Court, or (iii) with the specific prior written consent of Buyer, Seller covenants and agrees with respect to the Business of the Seller that Seller shall conduct its business in the ordinary course, consistent with past practices, and shall operate in accordance with the DIP Orders.

(b) Continuing Operations of Buyer and ADESA. Prior to the Closing Date, ADESA shall conduct their business (i) in the ordinary and usual course and (ii) in compliance with all applicable laws, rules and regulations.

Section 6.11. Casualty. Seller will maintain until Closing all existing insurance, at its sole cost and expense. If any material portion of any Subject Asset shall be damaged or destroyed by fire or other casualty before the Closing, any Party may, at its option, and upon written notice prior to Closing to the other Parties, elect to exclude such, Subject Asset from this Agreement. If neither party elects to exclude such Subject Asset from this Agreement, Seller shall pay the deductible due under any insurance policy or policies insuring the same and deliver to Buyer, at Closing, any insurance proceeds actually received by Seller by reason of such casualty, and assign to Buyer all of its right, title and interest in any claim under any applicable insurance policies in respect of such casualty.

ARTICLE VII.

BANKRUPTCY PROCEDURES, ETC.

Section 7.1. Plan of Reorganization, Disclosure Statement, and Notice. As of execution of this Agreement, Seller shall have filed the Plan and Disclosure Statement to approve the sale of the subject Assets contemplated by this Agreement and represent that Seller provided and will continue to provide sufficient notice in accordance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the terms and conditions of this Agreement. Among other things, the Plan and Disclosure Statement shall seek entry of a Confirmation Order which provides for approval of the sale of the Subject Assets to Buyer and find and determine that Buyer (i) is a good faith purchaser; (ii) is not a successor in interest to Seller; and (iii) that the transactions contemplated in this Agreement are exempt from registration under Section 1145 of the Bankruptcy Code. Seller shall be responsible for giving notice under the Bankruptcy Code of the Plan, the Disclosure Statement and hearings thereon to all persons entitled to notice including those persons or entities who have asserted liens or encumbrances on the Subject Assets, all non-debtor parties to the Assigned Executory Contracts and any other notices that the Court should require so long as such filings are made with the consent of Buyer which shall not be unreasonably withheld.

Section 7.2. Defense of Orders. Seller shall use its reasonable best efforts to defend the Bid Procedures Order and the Confirmation Order in the event that Buyer elects, in its sole discretion, to close the purchase of the Subject Assets notwithstanding the pendency of any motion for reconsideration or appeal of such orders.

Section 7.3. Assumption and Rejection of Contracts and Leases and Cure Procedure. Buyer shall provide Seller with a list of contracts to be assumed and assigned no later than five (5) days following entry of an order approving the Disclosure Statement; provided, however, Buyer may amend the designation of contracts to be assumed and assigned at any time prior to the Effective Date. Seller shall file with the Court a notice of the contracts to be assumed and assigned and a proposed cure amount. Notice will be provided to each counter-party to the contract. Counterparties to the contracts shall have 30 days to object to the proposed cure and assumption and assignment of the contract.

Seller shall use its best efforts to resolve any disputes concerning any cure amounts or other objections to assumption and assignment. Buyer is entitled to rely on the cure amounts established by the Court and will not incur any additional liability to the non-debtor parties for

cure obligations. Buyer shall have demonstrated the ability to satisfy the conditions of Sections 365(b)(1)(C) of the Bankruptcy Code to the extent necessary to permit the assumption by Buyer and the assignment to Seller of the Assigned Executory Contracts.

Any executory contract or unexpired lease which has not expired by its own terms on or prior to the Effective Date, which has not been assumed, assumed and assigned, is the subject of a motion seeking to assume and assign the executory contract, the subject of a notice requesting the assumption and assignment of the contract, or rejected with the approval of the Court, or which the Seller has obtained the authority to reject but have not rejected as of the Effective Date, shall be deemed rejected on the Effective Date, and the entry of the Confirmation Order by the Court shall constitute approval of such rejection pursuant to sections 365(e) and 1123(b)(2) of the Code.

Claims arising out of the rejection of an executory contract or an unexpired lease pursuant to the Plan shall be filed and served upon the Liquidating Trust within thirty (30) days of the Effective Date, and in accordance with any order entered by the Court pursuant to sections 105, 501, 502 and 1111(a) of the Code and Bankruptcy Rules 2002 and 3003(c)(3) establishing a bar date for the filing of Proofs of Claim.

ARTICLE VIII.

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER AND ADESA

The obligations of Buyer under this Agreement are, at its option, subject to satisfaction or fulfillment of the following conditions at or prior to the Closing Date, any one or more of which may be expressly waived in writing by Buyer in its sole discretion:

Section 8.1. Representations and Warranties. The representations and warranties made by Seller in this Agreement shall have been true and correct on the date hereof, and as of the Closing, with the same force and effect as though all such representations and warranties had been made as of the Closing.

Section 8.2. Performance of Covenants. Each of the agreements, covenants and obligations, including each of the covenants under Article V, that Seller is required to perform or to comply with pursuant to this Agreement at or prior to Closing shall have been duly performed and complied with. Seller shall have delivered each of the documents required to be delivered by Seller pursuant to this Agreement.

Section 8.3. No Injunctions. There shall not be any pending or seriously threatened injunction or restraining order issued by a court of competent jurisdiction against the consummation of the sale and purchase of the Subject Assets pursuant to this Agreement.

Section 8.4. No Violation of Law. There shall not be (i) any action taken, or any Law enacted, entered, enforced or deemed applicable to the transactions contemplated by this Agreement or the transactions contemplated by this Agreement by any Governmental Authority of competent jurisdiction, or (ii) any circumstance arising, or transaction, agreement, arrangement or instrument entered into, or which would be necessary to be entered into, in

connection with the transactions contemplated by this Agreement or the transactions contemplated by this Agreement, which, in either case:

(a) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the transactions contemplated by this Agreement; or

(b) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein.

Section 8.5. No Material Adverse Effect. Since the date of this Agreement, no Material Adverse Effect shall have occurred with respect to the Subject Assets or the Business. For the avoidance of doubt, the mere filing of the Case shall not constitute a Material Adverse Effect.

Section 8.6. Assigned Executory Contracts. The Court shall have entered an order in form and substance satisfactory to Buyer authorizing the assumption by Seller and the assignment to Buyer of the Assigned Executory Contracts; provided, however, that such order shall allow Buyer to amend the list of Assigned Executory Contracts by a signed writing delivered to Seller at any time prior to the hearing on confirmation of the Plan, as provided by Section 7.3.

Section 8.7. [Reserved.]

Section 8.8. Instruments of Transfer; Third Party Consents. Buyer shall have received from Seller (i) the appropriate instruments of transfer required pursuant to Section 2.5 and Section 2.6, and (ii) any third party consents required to transfer to Buyer all rights and benefits in and to the Subject Assets.

Section 8.9. Required Regulatory Approvals. The Parties shall have received all Required Regulatory Approvals necessary for the completion of the transactions contemplated by this Agreement and the continuation of the Business, by Buyer, post-Closing.

Section 8.10. Absence of Certain Changes. Seller shall not be in breach of Section 6.10(a).

Section 8.11. Certificate of Non-Foreign Status. Seller shall have delivered to Buyer a properly executed certificate, in the form prescribed by Treasury Regulations under Code Section 1445, stating that the Seller is not a "foreign person" within the meaning of Code Section 1445.

Section 8.12. Officer's Certificate. Buyer shall have received from each Seller, in form and substance reasonably satisfactory to Buyer and its counsel, certificates, dated the Closing Date, of the Executive Vice President of Seller, Timothy Higgins, as to the satisfaction of the conditions set forth in Section 8.1, Section 8.2, Section 8.5 and Section 8.11.

Section 8.13. No Defaults under DIP Orders. No default shall have occurred or be continuing under and pursuant to the DIP Orders whether or not Buyer has declared a default under or pursuant to the DIP Orders.

Section 8.14. Confirmation Order. Unless otherwise agreed to by the Parties, the Court shall have entered the Confirmation Order, which shall be in form and substance satisfactory to ADESA. The Confirmation Order shall contain findings that specifically (1) approve this Agreement and the transactions contemplated herein; (2) determine that the Executory Contracts are assumable executory contracts pursuant to 11 U.S.C. Section 365(a)(2); (3) find non-debtor parties to the Executory Contracts of any kind or character being conveyed to the Buyer have received adequate notice of the Plan and the notice contemplated under Section 7.3 of this Agreement, and are bound by the notice contemplated under Section 7.3 of this Agreement (and any orders entered related to this notice) and bound by the terms of the Plan and the Confirmation Order; (4) determine that (i) Buyer is a good faith purchaser; (ii) Buyer is not a successor in interest to Seller; and (iii) that the transactions contemplated in this Agreement are exempt from registration pursuant to Section 1145 of the Bankruptcy Code and Section 3(a)(10) of the Securities Act.

ARTICLE IX.

CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

Seller's obligations hereunder are subject to the fulfillment or satisfaction, on and as of the Closing Date, of each of the following conditions (any one or more of which may be waived by Seller):

Section 9.1. Representations and Warranties. The representations and warranties made by Buyer in this Agreement shall have been true and correct on the date hereof, and as of the Closing, with the same force and effect as though all such representations and warranties had been made as of the Closing.

Section 9.2. Performance of Covenants. Each of the agreements, covenants and obligations, including each of the covenants under Article VI, that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to Closing shall have been duly performed and complied with. Buyer shall have delivered each of the documents required to be delivered by Buyer pursuant to this Agreement.

Section 9.3. No Injunctions. There shall not be any pending or seriously threatened injunction or restraining order issued by a court of competent jurisdiction against the consummation of the sale and purchase of the Subject Assets pursuant to this Agreement.

Section 9.4. No Violation of Law. There shall not be (i) any action taken, or any Law enacted, entered, enforced or deemed applicable to the transactions contemplated by this Agreement or the transactions contemplated by this Agreement by any Governmental Authority of competent jurisdiction, or (ii) any circumstance arising, or transaction, agreement, arrangement or instrument entered into, or which would be necessary to be entered into, in connection with the transactions contemplated by this Agreement or the transactions contemplated by this Agreement, which, in either case:

(a) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the transactions contemplated by this Agreement; or

(b) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein.

Section 9.5. Cure Procedure, Procedure for Designation of Assigned Executory Contracts and Satisfaction of Cure Obligations. Buyer shall have demonstrated the ability to satisfy the conditions of Sections 365(b)(1)(C) only of the Bankruptcy Code to the extent necessary to permit the assumption by Buyer and the assignment by Seller of the Assigned Executory Contracts in accordance with Section 7.3.

Section 9.6. Confirmation Order. The Court shall have entered the Confirmation Order.

Section 9.7. No Material Adverse Effect. Since the Execution Date, no Material Adverse Effect shall have occurred with respect to ADESA.

ARTICLE X.

CLOSING

Closing. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Haynes & Boone, Dallas, TX, or at such other place as the Parties may agree, commencing at 10:00 a.m. local time on May 20, 2017 or such other date as Buyer and Seller may mutually determine but in no event later than May 20, 2017 (the "**Closing Date**"). The Parties shall use their commercially reasonable efforts to obtain the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby within fifteen (15) days after the Court has entered the Confirmation Order approving such sale to Buyer, unless this provision is waived by Buyer.

ARTICLE XI.

TERMINATION; SURVIVAL AND LIMITATIONS OF REPRESENTATIONS AND WARRANTIES

Section 11.1. Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Party hereto, at any time prior to the Closing Date:

- (a) by mutual written consent of the Parties;
- (b) by either Party by written notice to the other Party if any permanent injunction or other order of a court of competent authority or government agency that prevents the consummation of the transaction shall have become final and non-appealable;
- (c) immediately, by Seller, if Buyer is in breach of its obligations under Section 3.1, Section 6.1, Section 6.2, or Section 6.4: it being expressly understood and acknowledged by Buyer that time is of the essence with respect to their obligations in the afore-referenced sections,

(d) by Seller if (i) any of the conditions specified in Article IX have not been met or waived by Seller on or before the Closing Date or (ii) Buyer or ADESA commits a breach of any of the covenants or agreements (other than those specified in Section 11.1(c)) contained herein, which breach cannot be or has not been cured within ten (10) days after Seller has given written notice to Buyer of such breach, provided that such breach would be reasonably likely, individually or in the aggregate with other breaches, to materially impair the ability of Buyer to perform its obligations under this Agreement in any material respect or otherwise materially threaten or materially impede the consummation of the transactions described in this Agreement;

(e) by Buyer if (i) any of the conditions specified in Article VIII have not been met or waived by Buyer on or before the Closing Date; or (ii) Seller commits a breach of any of the covenants or agreements contained herein, which breach cannot be or has not been cured within ten (10) days after Buyer has given written notice to Seller of such breach, provided that such breach would be reasonably likely, individually or in the aggregate with other breaches, to materially impair the ability of Seller to perform their obligations under this Agreement in any material respect or otherwise materially threaten or materially impede the consummation of the transactions described in this Agreement; or

(f) by any Party if the Closing has not occurred by the latest of (i) May 20, 2017 (or such later date as the Parties may agree to) or (ii) the date that is fifteen (15) days after the entry of the Confirmation Order.

Section 11.2. Effect of Termination.

(a) Upon any termination of this Agreement pursuant to this Article XI, this Agreement shall become wholly void and of no further force or effect and there shall be no liability on the part of any of the Parties or their respective shareholders, officers or directors or any Seller Related Party; provided, however, such termination shall not affect the liability of any Party for the intentional breach of any provision of this Agreement; and further provided, however, that the provisions of Section 11.2, Section 11.3, Section 11.4, Section 11.5, Section 13.1 Sections 16.7 - 16.8 and Sections 16.10 - 16.13 shall remain in full force and effect.

(b) If Seller terminates this Agreement pursuant to Section 11.1(c), Buyer shall, as liquidated damages and as Seller's exclusive remedy, pay Seller in cash/debt forgiveness an aggregate of the amount required to pay Allowed Administrative Claims on or before the third (3rd) business day immediately following the date as of which this Agreement is terminated. Except as provided in this Section 11.2(b), Buyer shall have no further obligation to Seller.

(c) If a Party terminates this Agreement pursuant to Section 11.1(a), Section 11.1(b), Section 11.1(d), or Section 11.1(e), the Parties shall have no further obligation to each other.

(d) If a Party terminates this Agreement pursuant to Section 11.1(f), the Parties shall have no further obligation to each other; provided, that, if the Closing has not occurred because of Buyer's failure to perform or observe any of its covenants or agreements set forth in this Agreement, Buyer shall, as liquidated damages, pay Seller in cash/debt forgiveness an aggregate of the amount required to pay Allowed Administrative Claims.

Section 11.3. Termination of Representations and Warranties. The representations and warranties of the Parties in this Agreement or in any exhibit, appendix or schedule attached hereto shall terminate at the Closing.

Section 11.4. Termination of Covenants. The covenants and agreements of the Parties hereto contained in this Agreement or in any exhibit, appendix or schedule attached hereto, to the extent that, by their terms, they are to be performed prior to or on the Closing Date, shall terminate on the Closing Date or, to the extent they are to be performed after the Closing, shall terminate sixty (60) days following the expiration of all applicable statutes of limitations applicable to any claim with respect to such covenant or agreement.

Section 11.5. Limitations of Representations and Warranties. Buyer understands that neither Seller nor any Seller Related Party are making any representation or warranty relating to Seller or any of their assets, liabilities or operations or the transactions contemplated hereby whatsoever, express or implied, except that Seller is making those representations and warranties explicitly set forth in Article III of this Agreement. Buyer represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion of the value of the Subject Assets net of the Assumed Liabilities. Except as specifically set forth in the representations and warranties in Article III of this Agreement, Buyer is not relying on the accuracy or completeness of any information regarding Seller or any of its assets, liabilities or operations or the transactions contemplated hereby, and Buyer further agrees that no Seller Related Party shall have or be subject to any liability to Buyer or any other person or entity resulting from the distribution to Buyer, or their respective use, of any such information. Buyer further acknowledges that Seller has made no agreement or promise to repair or improve any of the Subject Assets being sold to Buyer, and that Buyer takes all of the Subject Assets in the condition existing on the Closing Date "AS IS, WHERE IS" basis "WITH ALL FAULTS" and that except as expressly set forth in Article III of this Agreement, Seller makes no representations or warranties, terms, conditions, understandings or collateral agreements of any nature or kind, express or implied, by statute or otherwise, concerning the Subject Assets or the condition, quality, or usefulness of the Subject Assets, including without limitation any implied warranty of merchantability or fitness for a particular purpose, which warranties are also hereby expressly disclaimed. NO PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES.

ARTICLE XII.

OTHER AGREEMENTS

Section 12.1. Other Agreements. Seller will hold as constructive trustee for the benefit of Buyer and will promptly (and in no event less than seventy-two (72) hours) turn over to Buyer all checks, drafts and other cash proceeds, including those received by wire transfer, relating to the collection of Accounts Receivable after the Closing Date. Seller hereby grants Buyer an irrevocable power of attorney to endorse such checks, drafts and other matters and any check, draft or other matter arising after the Closing relating to Buyer's business issued in the name of Seller.

ARTICLE XIII.

EXPENSES

Section 13.1. Expenses. ADESA and Seller will bear their own respective expenses, including attorneys' and accountants' fees, in connection with the preparation and negotiation of the transactions contemplated by this Agreement and the Related Agreements, provided, however, any unpaid Allowed Professional Fee Claims shall be the obligation of Buyer in accordance with this Agreement. The provisions of this Article XIII shall not apply with respect to any expenses incurred by the Parties in connection with any action for a breach of this Agreement or any Related Agreement.

ARTICLE XIV.

NOTICES

Section 14.1. Notices. All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (i) when personally delivered, (ii) upon receipt of a telephonic facsimile transmission with a confirmed telephonic transmission answer back, (iii) three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or (iv) one (1) Business Day after having been dispatched by a nationally recognized overnight courier service, addressed to the Parties or their permitted assigns at the following addresses (or at such other address or number as is given in writing by either Party to the other) as follows:

To ADESA:

ADESA, Inc.
13085 Hamilton Crossing Blvd, Suite 500
Carmel, Indiana 46032
Attention: General Counsel
Facsimile: (317) 249-4518

With a copies, which shall not constitute notice, to:

Ice Miller LLP
One American Square Suite 2900
Indianapolis, IN 46282-0200
Attention: Stephen Hackman
Facsimile: (317) 592-4666

Ice Miller LLP
600 Superior Ave., E, Suite 1701
Cleveland, Ohio 44114
Attn.: Robert M. Stefancin
Facsimile: (216) 394-5085

Haynes and Boone, LLP
2323 Victory Ave., Suite 700
Dallas TX 75219
Attn.: Matt Ferris
Facsimile: (214) 200-0393

To Seller:

DAS

Attn: Timothy Higgins
Facsimile: _____

With copies, which shall not constitute notice,
to:

Bonds Ellis Eppich Schafer Jones LLP
420 Throckmorton Street, Ste. 1000
Fort Worth, Texas 76102
Facsimile: (817) 405-6902
Attn: Joshua Eppich, Esq.

Either Party may change its address for the purposes of this Article XIV by giving the other Party written notice of the new address in the manner set forth above.

ARTICLE XV.

REMEDIES NOT EXCLUSIVE

Except as otherwise provided in Section 11.2(b), no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every remedy given under this Agreement or now or subsequently existing, at Law or in equity, by statute or otherwise.

ARTICLE XVI.

MISCELLANEOUS

Section 16.1. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Facsimile transmission or e-mail transmission in portable document format of the executed version of this Agreement or any counterpart thereof shall have the same force and effect as the original.

Section 16.2. Captions and Section Headings. Captions and section headings are for convenience and reference only, are not a part of this Agreement and shall not be deemed to affect the meaning or interpretation of any section or paragraph hereof.

Section 16.3. Singular and Plural. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular includes the plural.

Section 16.4. Passage of Title and Risk of Loss. Legal title, equitable title and risk of loss with respect to the Subject Assets will not pass to Buyer until such assets are transferred to Buyer at the Closing.

Section 16.5. Waivers. The Party for whose benefit a warranty, representation, covenant or condition is intended may in writing expressly waive any inaccuracies in the warranties and representations contained in this Agreement or expressly waive compliance with any of the covenants or conditions contained herein and so expressly waive performance of any of the obligations of the other Party hereto, and any defaults hereunder; provided, however, that such waiver must be in writing, and shall not affect or impair the waiving Party's rights with respect to any other warranty, representation or covenant or any default hereunder, nor shall any waiver constitute a continuing waiver.

Section 16.6. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liabilities of any third person or give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 16.7. Benefit and Burden; Assignment. This Agreement is binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns; provided, however, that this Agreement is not assignable, directly or indirectly, or any part thereof, by (i) ADESA without the prior written consent of Seller (which consent shall not unreasonably be withheld, conditioned or delayed); or (ii) Seller without the prior written consent of ADESA (which consent shall not unreasonably be withheld, conditioned or delayed); provided, that ADESA may assign its rights and liabilities hereunder to one or more Affiliates of ADESA, which assignment shall not relieve Buyer of its obligations hereunder. ADESA hereby acknowledges that the assignment of this Agreement by ADESA may require the approval of the Court.

Section 16.8. Amendments, Supplements or Modifications. The Parties may amend or modify this Agreement in a writing duly executed in the same manner as this Agreement by duly authorized representatives of the Parties, provided that any such amendment shall be subject to the approval of the Court.

Section 16.9. Entire Agreement. This Agreement, together with the schedules, exhibits appendices and the agreements, certificates and instruments delivered pursuant hereto, and the Confidentiality Agreement, contain the entire agreement among the parties hereto, and supersede all prior agreements and undertakings (written and oral) between the Parties, relating to the subject matter hereof.

Section 16.10. Governing Laws. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code, applicable Bankruptcy Rules and the internal, substantive laws of the State of Texas without regard to any state's choice or conflicts of laws provisions.

Section 16.11. Venue and Jurisdiction.

(a) THE COURT WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT; PROVIDED, HOWEVER, THAT IF THE COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF INDIANA LOCATED IN MARION COUNTY, AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF THE STATE OF INDIANA WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 16.12. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement, and, in the event of an ambiguity or a question of intent or a need for interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 16.13. Validity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement, which remaining portions shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated there from, it being the intent of the Parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may for any reason be declared invalid.

Section 16.14. Access to Records and Records Retention. Seller and Buyer shall (i) each provide the other with such assistance as may reasonably be requested by any of them in connection with the preparation of any Tax Return, audit or other examination by any taxing authority, or judicial or administrative Proceeding related to liability for Taxes; (ii) each retain and provide the other with any records or other information that may be relevant to such Tax Return, audit or examination, Proceeding, or determination; and (iii) each provide the other with any final determination of any such audit or examination, Proceeding, or determination that affects any amount required to be shown on any Tax Return of the other for any period. Without limiting the generality of the foregoing, Buyer and Seller each shall retain, until the applicable statutes of limitations (including any extensions thereof) have expired, copies of all Tax Returns,

supporting work schedules and other records or information that may be relevant to such returns for all tax periods or portions thereof ending before or including the Closing Date and shall not destroy or otherwise dispose of any such records without first providing the other Party with a reasonable opportunity to review and copy the same. Subject to Section 5.4, (i) Buyer hereby acknowledges that Seller shall be entitled to make copies in electronic or paper form of all records relating to tax filings, production, shipping, inventory and depreciation as well as Seller's general ledger and (ii) such copies shall be retained by Seller following the closing hereunder and may be moved to a location of Seller's choosing.

Section 16.15. Notice to Customers. Seller agrees to cooperate in communicating the transfer of the Subject Assets to Buyer to its former and current customers via electronic mail communication (where available) and as otherwise may reasonably requested by Buyer after the Confirmation Order and before the Effective Date; provided, such communication is in accordance with all Laws and requirements of any relevant Governmental Authority.

Section 16.16. Termination of Tax Sharing Agreements. Any agreement between Seller and any of its subsidiaries regarding allocation or payment of Taxes or amounts in lieu of Taxes shall be deemed terminated at and as of the Closing.

[Signatures follow on page 34]

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first set forth above.

SELLER:

ADESA:

Dependable Auto Shippers, Inc.

ADESA, Inc.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

List of Exhibits and Schedules

Exhibit A - Bill and Assignment of Sale

Exhibit B – Intellectual Property Assignment Agreement

Schedule 2.1(b)

Schedule 2.1(c)

Schedule 2.1(e)

Schedule 2.1(h)

Schedule 2.1(m)

Schedule 4.1(b)

Schedule 4.1(c)

Schedule 4.3

Schedule 4.4

Schedule 4.8

Schedule 4.9

Schedule 4.10

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