

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X	:	
<i>In re</i>	:	Chapter 11
	:	
ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-13931 (KJC)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	Hearing Date: February 10, 2011 at 1:00 p.m.
-----X	:	Obj. Deadline: February 1, 2011 at 5:00 p.m.

**PLAN SUPPLEMENT IN SUPPORT OF THE DEBTORS'
JOINT PLAN UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that this is a supplement (the “*Plan Supplement*”) to the *Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code*, dated November 2, 2010, as modified December 17, 2010 (as may be further modified, the “*Proposed Plan*”) [Docket No. 1037]. **The documents contained in this Plan Supplement, which are identified on Attachment A hereto, are integral to and are part of the Proposed Plan and, if the Proposed Plan is approved, will be approved in the order confirming the Proposed Plan.**

PLEASE TAKE FURTHER NOTICE that a hearing to consider confirmation of the Proposed Plan (and in conjunction therewith, approval of the Plan Supplement) (the “*Confirmation Hearing*”) will be held on **February 10, 2011 at 1:00 p.m. (Eastern Time)** before The Honorable Kevin J. Carey, United States Bankruptcy Judge, in Room 5 of the Bankruptcy Court, 824 North Market Street, 5th Floor, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing.

¹ The Debtors in these jointly administered chapter 11 cases are Advanta Corp., Advanta Investment Corp., Advanta Business Services Holding Corp., Advanta Business Services Corp., Advanta Shared Services Corp., Advanta Service Corp., Advanta Advertising Inc., Advantennis Corp., Advanta Mortgage Holding Company, Advanta Auto Finance Corporation, Advanta Mortgage Corp. USA, Advanta Finance Corp., Advanta Ventures Inc., BE Corp., ideablob Corp., Advanta Credit Card Receivables Corp., Great Expectations International Inc., Great Expectations Franchise Corp., and Great Expectations Management Corp.

PLEASE TAKE FURTHER NOTICE that the Debtors, subject to the terms of the Proposed Plan, reserve the right to alter, amend, modify or supplement any document in this Plan Supplement.

Dated: January 22, 2011
Wilmington, Delaware

/s/ Zachary I. Shapiro

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ATTORNEYS FOR
DEBTORS AND DEBTORS IN

ATTACHMENT A

LIST OF PLAN SUPPLEMENT DOCUMENTS

- Exhibit A - Schedule 8.1 (Executory Contracts and Unexpired Leases to be Assumed)
- Exhibit B - Schedule 8.7 (Compensation and Benefit Plans to be Retained Through the Effective Date)

CORPORATE GOVERNANCE DOCUMENTS

- Exhibit C - Initial Directors and Officers of Reorganized Advanta and Advanta Service Corp.
- Exhibit D - Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of Reorganized Advanta
- Exhibit E - Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of Advanta Service Corp.

LIQUIDATING TRUST AGREEMENTS

- Exhibit 1.10 - AC Trust Agreement
- Exhibit 1.27 - Advanta Auto Finance Trust Agreement
- Exhibit 1.41 - Advanta Finance Trust Agreement
- Exhibit 1.46 - Advanta Trust Agreement
- Exhibit 1.57 - Advantennis Trust Agreement
- Exhibit 1.69 - AMCUSA Trust Agreement
- Exhibit 1.79 - ASSC Trust Agreement

Exhibit A

Schedule 8.1- Executory Contracts and Unexpired Leases to be Assumed

SCHEDULE 8.1

Executory Contracts and Unexpired Leases to be Assumed

Counterparty	Advanta Party	Assuming Advanta Entity	Contract Name	Description of Contract	Effective Date of Contract	Cure Amount
Aetna	Advanta Corp.	Reorganized Advanta	Notification and Collection Services Agreement	Administration of COBRA coverage	3/1/1998	\$0.00
Arcus Data Security, Inc.	Advanta Corp.	AC Trust	Data Storage and Service Agreement	Storage and data management services; disaster recovery services.	8/29/2001	\$0.00
Ceridian Corporation	Advanta Corp.	Reorganized Advanta	Application for Services	Payroll Services	10/21/2009	\$0.00
Ceridian Corporation	Advanta Shared Services Corp.	Reorganized Advanta	Application for Services	Payroll Services	10/21/2009	\$0.00
Ceridian Corporation	Advanta Corp.	Reorganized Advanta	Agreement for Products and Services	Tax processing services and check print and image services	11/29/2007	\$0.00
Cintas Corporation	Advanta Corp.	AC Trust	Agreement	Shredding services	1/1/2006	\$0.00
Clark Bardes, Inc	Advanta Corp.	AC Trust	Service and Administration Agreement	Company owned life insurance plan administrative services	12/1/1994	\$0.00
Cor-O-Van	Advanta Corp.	AC Trust	Agreement for Services	Offsite storage services	6/11/2001	\$0.00
CSC Corporate Domains, Inc.	Advanta Shared Services Corp.	AC Trust	Registration Services Agreement	Domain registration services.	6/13/2002	\$0.00
DocuSafe	Advanta Corp.	AC Trust	Storage and Service Agreement	Storage services.	5/1/2000	\$0.00
Economic Analysis Group, LTD	Advanta Corp.	AC Trust	Case Track Software License Agreement	Matter management system	10/8/2001	\$0.00
Fleet Credit Card Holdings, Inc. / Bank Of America Corp.	Advanta Corp., Advanta Service Corp.	Reorganized Advanta and Advanta Service Corp.	Agreement Relating To Fleet Credit Card Services, L.P.	Agreement Relating To Fleet Credit Card Services, L.P.	5/28/2004	\$0.00
Fleet Credit Card Holdings, Inc. / Bank Of America Corp.	Advanta Corp.	Reorganized Advanta and Advanta Service Corp.	Mutual Release	Mutual release with respect to litigation disputes set forth in the Drop Down Agreement	2/2/2005	\$0.00
Fleet Credit Card Holdings, Inc. / Bank Of America Corp.	Advanta Corp.	Reorganized Advanta and Advanta Service Corp.	Limited Partnership Agreement	Partnership Agreement	5/26/1998	\$0.00

Fleet Credit Card Holdings, Inc. / Bank Of America Corp.	Advanta Corp.	Reorganized Advanta and Advanta Service Corp.	Contribution Agreement	Contribution by Advanta and Fleet Financial Group, Inc. of the assets and liabilities of their respective consumer credit card businesses to Fleet Credit Card LLC	10/28/1997	\$0.00
Iron Mountain Information Management, Inc.	Advanta Corp.	AC Trust	Archival Service and Storage Order - P891	Account P891	1/1/1987	\$0.00
Iron Mountain Information Management, Inc.	Advanta Corp.	AC Trust	Archival Service and Storage Order - P899	Account P899 - Compensation benefits records.	1/15/1991	\$0.00
Iron Mountain Information Management, Inc.	Advanta Corp.	AC Trust	Archival Service and Storage Order - PA 677	Account PA677 - Corporate records.	3/18/1998	\$0.00
Iron Mountain Information Management, Inc.	Advanta Corp.	AC Trust	Archival Service and Storage Order - PA469	Account PA469 - Human Resources records.	9/11/1997	\$0.00
Mercer Health and Benefits	Advanta Corp.	Reorganized Advanta	Engagement Letter/Terms & Conditions	Compensation consulting services	10/23/2007	\$0.00
Moore Wallace North America, Inc. d/b/a RR Donnelley	Advanta Corp.	AC Trust	Products and Services Agreement	1099 processing for the Note Program	12/9/2004	\$0.00
Netilla Networks, Inc.	Advanta Shared Services Corp.	AC Trust	End User License Agreement	Virtual office service	2/12/2002	\$0.00
Vertex Tax Technology Enterprises LLC	Advanta Corp.	Reorganized Advanta	Software License Agreement	Tax program used by Don Albert	1/19/2005	\$0.00

Exhibit B

**Schedule 8.7 - Compensation and Benefit Plans
to be Retained Through the Effective Date**

SCHEDULE 8.7

Compensation and Benefit Programs to Continue¹

Name/ Program Provider	Type of Program	Post-Effective Date Advanta Entity to Continue Program
Allied Administrators/ Delta Dental	Dental Coverage Provider	Reorganized Advanta
Charles Schwab Trust Company / Schwab Retirement Plan Services, Inc.	Schwab Defined Contribution Plan Services (ESOP)	Reorganized Advanta
Charles Schwab Trust Company / Schwab Retirement Plan Services, Inc.	Schwab Defined Contribution Plan Services (401k)	Reorganized Advanta
Independence Blue Cross	Group Contract for medical insurance – medical and hospital covered services and other benefits. (PPO Plan – Active employees)	Reorganized Advanta
Independence Blue Cross	Group Contract for medical insurance – medical and hospital covered services and other benefits. (PPO Plan – COBRA members)	Reorganized Advanta
Liberty Life Assurance Co of Boston (Liberty Mutual)	Full tax services for Disability Payments under the Group Disability Insurance Policy – Policy number: GF3-830-480704-01; Group Long Term Disability coverage/administration and Short Term Disability administration.	Reorganized Advanta
Liberty Life Assurance Co of Boston (Liberty Mutual)	Life Insurance Coverage: - Basic Life Insurance - Dependent Life Insurance - Supplemental Life Insurance	Reorganized Advanta
Vision Benefits of America	Vision Plan Provider	Reorganized Advanta
CNA	Workers Compensation	Reorganized Advanta
Post-Petition Advanta Employees' Severance Pay Plan	Severance Plan	Reorganized Advanta

¹ Any Compensation and Benefit Program listed hereon may be terminated by Reorganized Advanta or the applicable Trustee any time after the Effective Date; *provided, however*, that for eighteen (18) months after the Effective Date, neither the Reorganized Advanta nor any of the Trustees may terminate the underlying group health plan under which former employees of the Debtors (and their covered beneficiaries) are receiving COBRA coverage. In the event any Compensation and Benefit Program listed hereon is determined to be an executory contract, nothing in the Plan shall be deemed to constitute an assumption of such Compensation and Benefit Program, and the applicable Trustee shall have authority to reject such Compensation and Benefit Program.

Name/Agreement	Post-Effective Date Advanta Entity to Continue Program
Split Dollar Insurance Agreements and Collateral Assignment Agreements relating to the following insurance policies: Policies on the Life of Dennis Alter: <ul style="list-style-type: none"> • Pacific Mutual Policies #1A2268494-0, #1A2268878-0, and #1A2283377-0 • Transamerica Occidental Life Policy #92485071 • John Hancock Policy #95 451 010 Policies on the Lives of Dennis Alter and Gisela Alter: <ul style="list-style-type: none"> • John Hancock Policy #80041262 • The Prudential Policy #79 823 743 Policies on the Life of William Rosoff: <ul style="list-style-type: none"> • Guardian Policies #3613225, #3847854, and #3843968 	AC Trust
John Hancock Policy #95 451 010 (on the life of Dennis Alter) and any endorsement relating thereto	AC Trust
The Advanta Corp. Supplemental Executive Insurance Program (“ <i>SEIP</i> ”) ²	To be determined as between Reorganized Advanta and/or the AC Trust as determined by the AC Trustee and Reorganized Advanta

² If the SEIP is ultimately terminated nothing on this schedule or Section 8.7 of the Plan shall cause the Participants (as defined in the SEIP) in the SEIP to be in any different position then they would have been in had the SEIP been rejected on the Effective Date.

Exhibit C

List of Initial Directors and Officers of Reorganized Advanta and Advanta Service Corp.

Director of Reorganized Advanta and Advanta Service Corp.:

- *William J. Nolan.* Mr. Nolan is a senior managing director in FTI Consulting, Inc.'s Corporate Finance practice.

President and Secretary of Reorganized Advanta and Advanta Service Corp.:

- *Andrew Scruton.* Mr. Scruton is a senior managing director in FTI Consulting, Inc.'s Corporate Finance practice.

Exhibit D

**Amended and Restated Certificate of Incorporation
and Amended and Restated Bylaws of Reorganized Advanta**

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

ADVANTA CORP.

ARTICLE I. NAME

The name of the Corporation is Advanta Corp.

ARTICLE II. REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of Delaware, 19808. The name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

ARTICLE III. PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time amended (the “DGCL”).

ARTICLE IV. CAPITALIZATION

The total number of shares of capital stock that the Corporation shall have authority to issue is 100, all of which shares shall be Common Stock having no par value (“Common Stock”).

ARTICLE V. NO NON-VOTING EQUITY SECURITIES

Notwithstanding any other provision contained herein to the contrary, the Corporation shall not issue non-voting equity securities prohibited by section 1123(a)(6) of title 11 of the United States Code (the “Bankruptcy Code”),

ARTICLE VI. BYLAWS

In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in this Amended and Restated Certificate of Incorporation, bylaws of the Corporation may be adopted, amended or repealed by a majority of the Board, but any bylaws adopted by the Board may be amended or repealed by the stockholders entitled to vote thereon. The bylaws shall provide that the election of directors need not be by written ballot.

ARTICLE VII. LIABILITY OF DIRECTORS AND OFFICERS

1. A director of the Corporation who served on or after [*insert time and date*]¹ (the “Effective Date”) shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) for any matter in respect of which such director shall be liable under Section 174 of the DGCL or any amendment or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. If the DGCL is hereafter amended or supplemented to authorize corporate action further limiting or eliminating the personal liability of directors, the liability of a director to the Corporation or its stockholders shall be limited or eliminated to the fullest extent permitted by the DGCL, as so amended or supplemented. Neither amendment nor repeal of this Section 1 of Article VII nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Section 1 of Article VII shall eliminate or reduce the effect of this Section 1 of Article VII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Section 1 of Article VII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to, or testifies or participates in a similar capacity in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director or officer of the Corporation on or after the Effective Date, or is serving or did serve on or after the Effective Date at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may but shall not be required to adopt bylaws or enter into agreements with any such person for the purpose of confirming, implementing or otherwise providing for such indemnification.

3. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to, or testifies or participates in a similar capacity in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was an employee or agent of the Corporation, other than a director or officer, on or after the Effective Date or is serving or did serve on or after the Effective Date at the request of the Corporation as an employee or agent, other than a director or officer, of another corporation, partnership, joint venture, employee benefit plan, trust or

¹ [This date shall correspond with the Effective Date of the Plan.]

other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may but shall not be required to adopt bylaws or enter into agreements with any such person for the purpose of confirming, implementing or otherwise providing for such indemnification.

4. Expenses incurred by a director or officer that is serving or that did serve as a director or officer of the Corporation on or after the Effective Date, in defending or testifying or similar participation in a civil, criminal, administrative or investigative action, suit or proceeding of the type referred to in Section 2 of this Article VII shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation against such expenses as authorized by this Article VII, and the Corporation may but shall not be required to adopt bylaws or enter into agreements with such persons for the purpose of confirming, implementing or otherwise providing for such advances.

5. Expenses incurred by an employee or agent, other than a director or officer, that is serving or that did serve as an employee or agent of the Corporation on or after the Effective Date, in defending or testifying or similar participation in a civil, criminal, administrative or investigative action, suit or proceeding of the type referred to in Section 3 of this Article VII may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such employee or agent to repay such amount if it shall ultimately be determined that such employee or agent is not entitled to be indemnified by the Corporation against such expenses as authorized by this Article VII, and the Corporation may adopt bylaws or enter into agreements with such persons for the purpose of providing for such advances.

6. The indemnification permitted by this Article VII shall not be deemed exclusive of any other rights to which any person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding an office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of a director, officer, employee or agent. Nothing in this Amended and Restated Certificate of Incorporation affects any rights of indemnification, defense or reimbursement that former directors, officers or employees of the Corporation may have under the certificate of incorporation and bylaws of the Corporation as of November 8, 2009. If any person entitled to indemnification or advancement of expenses under this Article VII (collectively, the "Covered Persons"), is concurrently entitled to indemnification by another corporation, partnership, joint venture, trust, enterprise or entity (the "Third Party Indemnitor") because the Covered Person is or was serving at the Third Party Indemnitor's request as an officer, director, employee or agent of this

Corporation or any of its subsidiaries, then the Corporation shall be liable for the full amount and such liability shall not be reduced by any amount the Covered Person may have the right to collect as indemnification or advancement of expenses from the Third Party Indemnitor. The Corporation shall have no rights of subrogation to any claims a Covered Person may have against a Third Party Indemnitor for indemnification or advancement of expenses, and in no event shall the indemnification and advancement of expenses obligations of a Third Party Indemnitor hereunder reduce, offset or contribute to the indemnification and advancement of expenses obligations of the Corporation.

7. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VII or otherwise.

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AMENDED AND RESTATED
BYLAWS

OF

ADVANTA CORP.
(a Delaware corporation)

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FORM
OF
AMENDED AND RESTATED
BYLAWS
OF
ADVANTA CORP.
(a Delaware corporation)

PREAMBLE

These Amended and Restated Bylaws (“Bylaws”) are subject to, and governed by, the General Corporation Law of the State of Delaware (the “DGCL”) and the Amended and Restated Certificate of Incorporation (as amended from time to time, the “Charter”) of Advanta Corp., a Delaware corporation (the “Corporation”). In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the DGCL or the Charter, such provisions of the DGCL or the Charter, as the case may be, shall control.

ARTICLE I
Offices

1.1 Registered Office and Agent. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of the State of Delaware.

1.2 Principal Offices. The principal office for the transaction of the business of the Corporation shall be at such place as may be established by the board of directors of the Corporation (the “Board”), within or without the State of Delaware. The Board is granted full power and authority to change said principal office at any time and from time to time from one location to another.

1.3 Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board may from time to time determine or as the business of the Corporation may require.

ARTICLE II
Meetings of Stockholders

2.1 Annual Meeting. An annual meeting of stockholders of the Corporation shall be held each calendar year on such date and at such time as shall be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice of such meeting. At such meeting, the stockholders shall elect directors and transact such other business as may properly be brought before the meeting.

2.2 Special Meeting. A special meeting of the stockholders may be called at any time by the Board or the President, and shall be called by the President or the Secretary at the request in writing of the stockholders of record of not less than ten percent (10%) of all shares entitled to vote at such meeting or as otherwise provided by the Charter. A special meeting shall be held on such date and at such time as shall be designated by the person(s) calling the meeting and stated in the notice of the meeting or in a duly

executed waiver of notice of such meeting. Only such business shall be transacted at a special meeting as may be stated or indicated in the notice of such meeting or in a duly executed waiver of notice of such meeting.

2.3 Place of Meetings. An annual meeting of stockholders may be held at any place within or without the State of Delaware designated by the Board, or by means of remote communication in accordance with applicable law. A special meeting of stockholders may be held at any place within or without the State of Delaware, or by means of remote communication in accordance with applicable law designated in the notice of the meeting or a duly executed waiver of notice of such meeting. Meetings of stockholders shall be held at the principal office of the Corporation unless notice of a meeting by means of remote communication or a meeting in another place is designated for meetings in the manner provided herein.

2.4 Notice. Notice stating the place, if any, day, and time of each meeting of the stockholders, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called shall, unless otherwise provided by law, the Charter or these Bylaws, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person(s) calling the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is to be sent by mail, it shall be directed to such stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy.

2.5 Voting List. At least ten (10) days before each meeting of stockholders, the Secretary or other officer of the Corporation who has charge of the Corporation's stock ledger, either directly or through another officer appointed by him or through a transfer agent appointed by the Board, shall prepare a complete list of stockholders entitled to vote thereat (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and number of shares registered in the name of each stockholder. For a period of ten (10) days prior to such meeting, such list shall be available on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the Corporation and shall be open to examination by any stockholder for any purpose germane to the meeting. Such list shall be produced at such meeting and kept at the meeting at all times during such meeting and may be inspected by any stockholder who is present.

2.6 Quorum. The holders of a majority of the outstanding shares entitled to vote on a matter, present in person or by proxy, shall constitute a quorum at any meeting of stockholders, except as otherwise provided by law, the Charter, or these Bylaws. If a quorum shall not be present, in person or by proxy, at any meeting of stockholders, the stockholders entitled to vote thereat who are present, in person or by proxy, or, if no stockholder entitled to vote is present, any officer of the Corporation may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be

deemed to be present in person and vote at such adjourned meeting until a quorum shall be present, in person or by proxy; provided, however, that, if the adjournment is for more than thirty (30) days or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting. At any adjourned meeting at which a quorum shall be present, in person or by proxy, any business may be transacted that may have been transacted at the original meeting had a quorum been present.

2.7 Required Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of at least a majority of the outstanding shares entitled to vote who are present, in person or by proxy, at the meeting shall decide any question brought before such meeting, unless the question is one on which, by applicable law or any rule or regulation applicable to the Corporation or its stock, or under an express provision of the Charter or these Bylaws, a different vote is required, in which case such applicable law, rule or regulation, or such express provision shall govern and control the decision of such question. The stockholders present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

2.8 Method of Voting; Proxies. Except as otherwise provided in the Charter or, if permitted by applicable law, these Bylaws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders. Elections of directors need not be by written ballot. At any meeting of stockholders, every stockholder having the right to vote may vote either in person or by a proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. Each such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy. If no date is stated in a proxy, such proxy shall be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power or unless otherwise made irrevocable by law.

2.9 Record Date.

(a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, for any such determination of stockholders, such date in any case to be not more than sixty (60) days and not less than ten (10) days prior to such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed:

(i) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(ii) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(iii) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting in accordance with this Section 2.9.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by law or these Bylaws, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office in the State of Delaware, principal place of business, or such officer or agent shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required by law or these Bylaws, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

2.10 Conduct of Meeting. The President shall preside at all meetings of stockholders. The Secretary shall keep the records of each meeting of stockholders. In the absence or inability to act of any such officer, such officer's duties shall be performed by the officer given the authority to act for such absent or non-acting officer under these Bylaws or by some person appointed by the meeting.

ARTICLE III Directors

3.1 Management. The business and property of the Corporation shall be managed by the Board. Subject to the restrictions imposed by law, the Charter, or these Bylaws, the Board may exercise all the powers of the Corporation.

3.2 Number; Qualification; Election; Term. The number of directors that shall constitute the entire Board shall be one (1), which number may be increased by resolution of the Board or by resolution of the stockholders at the annual meeting thereof or at a special meeting thereof called for that purpose, but shall be not less than one. Except as otherwise required by law, the Charter, or these Bylaws, the directors shall be elected at an annual meeting of stockholders at which a quorum is present; provided, however, that the first annual meeting to elect the board of directors shall take place within six (6) months after the Effective Date (as defined in the Charter). Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy and entitled to vote on the election of directors. Each director so chosen shall hold office until his or her successor is elected and qualified or, if earlier, until his or her death, resignation, or removal from office. None of the directors need be a stockholder of the Corporation or a resident of the State of Delaware. Each director must have attained the age of majority.

3.3 Change in Number. No decrease in the number of directors constituting the entire Board shall have the effect of shortening the term of any incumbent director.

3.4 [Removal](#). Except as otherwise provided in the Charter or these Bylaws, at any meeting of stockholders called expressly for that purpose, any director or the entire Board may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote on the election of directors.

3.5 [Vacancies](#). Vacancies and newly-created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by the sole remaining director, and each director so chosen shall hold office until his or her successor is elected and qualified or, if earlier, until his or her death, resignation, or removal from office. If there are no directors in office, an election of directors may be held in the manner provided by statute. Except as otherwise provided in these Bylaws, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in these Bylaws in respect of the filling of other vacancies.

3.6 [Meetings of Directors](#). The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by statute, in such place or places within or without the State of Delaware as the Board may from time to time determine or as shall be specified in the notice of such meeting or duly executed waiver of notice of such meeting.

3.7 [Regular Meetings](#). Regular meetings of the Board shall be held at such times and places, if any, as shall be designated from time to time by resolution of the Board. Notice of such regular meetings shall not be required.

3.8 [Special Meetings](#). Special meetings of the Board shall be held whenever called by the President or any member of the Board.

3.9 [Notice](#). The Secretary shall give notice of each special meeting of the Board to each director at least twenty-four (24) hours before the meeting. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

3.10 [Quorum; Majority Vote](#). At all meetings of the Board, a majority of the directors fixed in the manner provided in these Bylaws shall constitute a quorum for the transaction of business. If at any meeting of the Board there be less than a quorum present, a majority of those present or any director solely present may adjourn the meeting from time to time without further notice. Unless the act of a greater number is required by law, the Charter, or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is in attendance shall be the act of the Board. At any time that the Charter provides that directors elected by the holders of a class or series of stock shall have more or less than one vote per director on any matter, every reference in these Bylaws to a majority or other proportion of directors shall refer to a majority or other proportion of the votes of such directors.

3.11 [Procedure](#). At meetings of the Board, business shall be transacted in such order as from time to time the Board may determine. The President shall preside at all meetings of the Board. In the absence or inability to act of either such officer, a chairman shall be chosen by the Board from among the directors present. The Secretary of the Corporation shall act as the secretary of each meeting of the Board unless the Board appoints another person to act as secretary of the meeting. The Board shall keep regular minutes of its proceedings which shall be placed in the minute book of the Corporation.

3.12 [Presumption of Assent](#). A director of the Corporation who is present at the meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action unless his or her dissent shall be entered in the minutes of the meeting or unless he shall file his or her written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward any dissent by certified or registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.13 [Compensation](#). The Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, paid to directors for attendance at regular or special meetings of the Board; [provided, however,](#) that nothing contained in these Bylaws shall be construed to preclude any director from serving the Corporation in any other capacity or receiving compensation therefor.

ARTICLE IV

[Notice](#)

4.1 [Method](#). Whenever by statute, the Charter, or these Bylaws, notice is required to be given to any director or stockholder and no provision is made as to how such notice shall be given, personal notice shall not be required and any such notice may be given (i) in writing, by mail, postage prepaid, addressed to such director or stockholder at his or her address as it appears on the books or (in the case of a stockholder) the stock transfer records of the Corporation, or (ii) by any other method permitted by law (including, without limitation, to overnight courier service, telegram, telex, or facsimile). Any notice required or permitted to be given by mail shall be deemed to be delivered and given three (3) business days after the time when the same is deposited in the United States mail as aforesaid. Any notice required or permitted to be given by overnight courier service shall be deemed to be delivered and given three (3) business days after the time delivered to such service with all charges prepaid and addressed as aforesaid. Any notice required or permitted to be given by telegram, telex, or facsimile shall be deemed to be delivered and given at the time transmitted with all charges prepaid and addressed as aforesaid.

4.2 [Waiver](#). Whenever any notice is required to be given to any stockholder or director of the Corporation by statute, the Charter, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a stockholder or director at a meeting shall constitute a waiver of notice of such meeting, except where such person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

[Officers](#)

5.1 [Number; Titles; Term of Office](#). The officers of the Corporation shall include a President, a Secretary, and such other officers as the Board may from time to time elect or appoint, including, without limitation, one or more Vice Presidents (with each Vice President to have such descriptive title, if any, as the Board shall determine). Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or, if earlier, until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any two or more offices may be held by the same person. None of the officers need be a stockholder or a director of the Corporation or a resident of the State of Delaware.

5.2 [Removal](#). Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Corporation will be served thereby, but such

removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.3 Vacancies. Any vacancy occurring in any office of the Corporation (by death, resignation, removal, or otherwise) may be filled by the Board.

5.4 Authority. Officers shall have such authority and perform such duties in the management of the Corporation as are provided in these Bylaws or as may be determined by resolution of the Board not inconsistent with these Bylaws.

5.5 Compensation. The compensation, if any, of officers and agents shall be fixed from time to time by the Board; provided, however, that the Board may delegate the power to determine the compensation of any officer and agent (other than the officer to whom such power is delegated) to the President.

5.6 President. The President shall be the chief executive officer of the Corporation and, subject to the Board, shall have general executive charge, management, and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers in respect of such properties and operations as may be reasonably incident to such responsibilities.

5.7 Secretary. Except as otherwise provided in these Bylaws, the Secretary shall keep the minutes of all meetings of the Board and of the stockholders in books provided for that purpose, and he shall attend to the giving and service of all notices. The Secretary shall have custody of the corporate seal of the Corporation (if any) and shall have authority to affix the same to any instrument requiring it and to attest it. He shall have charge of the certificate books, transfer books, and stock papers as the Board may direct, all of which shall at all reasonable times be open to inspection by any director upon application at the office of the Corporation during ordinary business hours. He shall in general perform all duties incident to the office of the Secretary, subject to the control of the Board and the President.

ARTICLE VI Certificates and Stockholders

6.1 Certificates for Shares. Any class of stock of the Corporation may be represented by certificates or may be uncertificated. If certificated, certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board. The certificates shall be signed by the President and the Secretary. Any and all signatures on the certificate may be a facsimile and may be sealed with the seal of the Corporation or a facsimile thereof. If any officer, transfer agent, or registrar who has signed, or whose facsimile signature has been placed upon, a certificate has ceased to be such officer, transfer agent, or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. The certificates shall be consecutively numbered and shall be entered in the books of the Corporation as they are issued and shall exhibit the holder's name and the number of shares.

6.2 Replacement of Lost or Destroyed Certificates. If any class of stock of the Corporation is certificated, the Board may direct a new certificate or certificates to be issued in place of a certificate or certificates theretofore issued by the Corporation and alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates representing shares to be lost or destroyed. When authorizing such issue of a new certificate or certificates the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond with a surety or sureties satisfactory to the Corporation

in such sum as it may direct as indemnity against any claim, or expense resulting from a claim, that may be made against the Corporation in respect of the certificate or certificates alleged to have been lost or destroyed.

6.3 Transfer of Shares. Shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives. If any class of stock of the Corporation is certificated, upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

6.4 Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

6.5 Regulations. The Board shall have the power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, and registration or the replacement of certificates for shares of stock of the Corporation.

6.6 Legends. The Board shall have the power and authority to provide that certificates representing shares of stock bear such legends as the Board deems appropriate to assure that the Corporation does not become liable for violations of federal or state securities laws or other applicable law.

ARTICLE VII Miscellaneous Provisions

7.1 Dividends. Subject to provisions of law and the Charter, dividends may be declared by the Board at any regular or special meeting and may be paid in cash, in property, or in shares of stock of the Corporation. Such declaration and payment shall be at the discretion of the Board.

7.2 Reserves. There may be created by the Board out of funds of the Corporation legally available therefor such reserve or reserves as the Board from time to time, in its discretion, considers proper to provide for contingencies, to equalize dividends, or to repair or maintain any property of the Corporation, or for such other purpose as the Board shall consider beneficial to the Corporation, and the Board may modify or abolish any such reserve in the manner in which it was created.

7.3 Books and Records. The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of its stockholders and Board and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of the shares held by each.

7.4 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board; provided, however, that if such fiscal year is not fixed by the Board and the selection of the fiscal year is not expressly deferred by the Board, the fiscal year shall be the calendar year.

7.5 Seal. The seal of the Corporation shall be such as from time to time may be approved by the Board.

7.6 [Resignations](#). Any director or officer may resign by so stating at any meeting of the Board or by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect at the time specified therein or, if no time is specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.7 [Securities of Other Corporations](#). The President of the Corporation shall have the power and authority to transfer, endorse for transfer, vote, consent, or take any other action in respect of any securities of another issuer that may be held or owned by the Corporation and to make, execute, and deliver any waiver, proxy, or consent in respect of any such securities.

7.8 [Telephone Meetings](#). Stockholders (acting for themselves or through a proxy) and members of the Board may participate in and hold a meeting of such stockholders or the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this [Section 7.8](#) shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.9 [Action Without a Meeting](#).

(a) Unless otherwise provided in the Charter, any action required by the DGCL to be taken at any annual or special meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders (acting for themselves or through a proxy) of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent of stockholders shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein until it shall have been delivered to the Corporation at its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office, principal place of business, or such officer or agent shall be by hand or by certified or registered mail, return receipt requested.

(b) Unless otherwise restricted by the Charter or by these Bylaws, any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote in respect of the subject matter thereof, and such consent shall have the same force and effect as a vote of such directors and may be stated as such in any certificate or document filed with the Secretary of State of the State of Delaware or in any certificate delivered to any person. Such consent or consents shall be filed with the minutes of proceedings of the board.

7.10 [Invalid Provisions](#). If any part of these Bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as it is possible and reasonable, shall remain valid and operative.

7.11 [Headings](#). The headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

7.12 [References](#). Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender should include each other gender where appropriate.

7.13 [Amendments](#). Except as may be otherwise provided in the Charter, these Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the stockholders or by the Board at any regular meeting of the stockholders or the Board or at any special meeting of the stockholders or the Board if notice of such alteration, amendment, repeal, or adoption of new Bylaws be contained in the notice of such special meeting. Except as may be otherwise provided by law or in the Charter, any Bylaws adopted or amended by stockholders may be altered, amended or repealed by the Board or stockholders.

The undersigned, the Secretary of the Corporation, hereby certifies that the foregoing Bylaws were adopted by unanimous consent by the directors of the Corporation on _____, 2011.

[Name], Secretary

Exhibit E

**Amended and Restated Certificate of Incorporation
and Amended and Restated Bylaws of Advanta Service Corp.**

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
ADVANTA SERVICE CORP.

ARTICLE I. NAME

The name of the Corporation is Advanta Service Corp.

ARTICLE II. REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of Delaware, 19808. The name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

ARTICLE III. PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time amended (the “DGCL”).

ARTICLE IV. CAPITALIZATION

The total number of shares of capital stock that the Corporation shall have authority to issue is 100, all of which shares shall be Common Stock having no par value (“Common Stock”).

ARTICLE V. NO NON-VOTING EQUITY SECURITIES

Notwithstanding any other provision contained herein to the contrary, the Corporation shall not issue non-voting equity securities prohibited by section 1123(a)(6) of title 11 of the United States Code (the “Bankruptcy Code”),

ARTICLE VI. BYLAWS

In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in this Amended and Restated Certificate of Incorporation, bylaws of the Corporation may be adopted, amended or repealed by a majority of the Board, but any bylaws adopted by the Board may be amended or repealed by the stockholders entitled to vote thereon. The bylaws shall provide that the election of directors need not be by written ballot.

ARTICLE VII. LIABILITY OF DIRECTORS AND OFFICERS

1. A director of the Corporation on or after *[insert time and date]*¹ (the “Effective Date”) shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) for any matter in respect of which such director shall be liable under Section 174 of the DGCL or any amendment or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. If the DGCL is hereafter amended or supplemented to authorize corporate action further limiting or eliminating the personal liability of directors, the liability of a director to the Corporation or its stockholders shall be limited or eliminated to the fullest extent permitted by the DGCL, as so amended or supplemented. Neither amendment nor repeal of this Section 1 of Article VII nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Section 1 of Article VII shall eliminate or reduce the effect of this Section 1 of Article VII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Section 1 of Article VII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to, or testifies or participates in a similar capacity in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director or officer of the Corporation on or after the Effective Date, or is serving or did serve on or after the Effective Date at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may but shall not be required to adopt bylaws or enter into agreements with any such person for the purpose of confirming, implementing or otherwise providing for such indemnification.

3. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to, or testifies or participates in a similar capacity in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was an employee or agent of the Corporation, other than a director or officer, on or after the Effective Date or is serving or did serve on or after the Effective Date at the request of the Corporation as an employee or agent, other than a director or officer, of another corporation, partnership, joint venture, employee benefit plan, trust or

¹ [This date shall correspond with the Effective Date of the Plan.]

other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may but shall not be required to adopt bylaws or enter into agreements with any such person for the purpose of confirming, implementing or otherwise providing for such indemnification.

4. Expenses incurred by a director or officer that is serving or that did serve as a director or officer of the Corporation on or after the Effective Date, in defending or testifying or similar participation in a civil, criminal, administrative or investigative action, suit or proceeding of the type referred to in Section 2 of this Article VII shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation against such expenses as authorized by this Article VII, and the Corporation may but shall not be required to adopt bylaws or enter into agreements with such persons for the purpose of confirming, implementing or otherwise providing for such advances.

5. Expenses incurred by an employee or agent, other than a director or officer, that is serving or that did serve as an employee or agent of the Corporation on or after the Effective Date, in defending or testifying or similar participation in a civil, criminal, administrative or investigative action, suit or proceeding of the type referred to in Section 3 of this Article VII may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such employee or agent to repay such amount if it shall ultimately be determined that such employee or agent is not entitled to be indemnified by the Corporation against such expenses as authorized by this Article VII, and the Corporation may adopt bylaws or enter into agreements with such persons for the purpose of providing for such advances.

6. The indemnification permitted by this Article VII shall not be deemed exclusive of any other rights to which any person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding an office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of a director, officer, employee or agent. Nothing in this Amended and Restated Certificate of Incorporation affects any rights of indemnification, defense or reimbursement that former directors, officers or employees of the Corporation may have under the certificate of incorporation and bylaws of the Corporation as of November 8, 2009. If any person entitled to indemnification or advancement of expenses under this Article VII (collectively, the "Covered Persons"), is concurrently entitled to indemnification by another corporation, partnership, joint venture, trust, enterprise or entity (the "Third Party Indemnitor") because the Covered Person is or was serving at the Third Party Indemnitor's request as an officer, director, employee or agent of this

Corporation or any of its subsidiaries, then the Corporation shall be liable for the full amount and such liability shall not be reduced by any amount the Covered Person may have the right to collect as indemnification or advancement of expenses from the Third Party Indemnitor. The Corporation shall have no rights of subrogation to any claims a Covered Person may have against a Third Party Indemnitor for indemnification or advancement of expenses, and in no event shall the indemnification and advancement of expenses obligations of a Third Party Indemnitor hereunder reduce, offset or contribute to the indemnification and advancement of expenses obligations of the Corporation.

7. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VII or otherwise.

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AMENDED AND RESTATED
BYLAWS

OF

ADVANTA SERVICE CORP.
(a Delaware corporation)

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FORM
OF
AMENDED AND RESTATED
BYLAWS
OF
ADVANTA SERVICE CORP.
(a Delaware corporation)

PREAMBLE

These Amended and Restated Bylaws (“Bylaws”) are subject to, and governed by, the General Corporation Law of the State of Delaware (the “DGCL”) and the Amended and Restated Certificate of Incorporation (as amended from time to time, the “Charter”) of Advanta Service Corp., a Delaware corporation (the “Corporation”). In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the DGCL or the Charter, such provisions of the DGCL or the Charter, as the case may be, shall control.

ARTICLE I
Offices

1.1 Registered Office and Agent. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of the State of Delaware.

1.2 Principal Offices. The principal office for the transaction of the business of the Corporation shall be at such place as may be established by the board of directors of the Corporation (the “Board”), within or without the State of Delaware. The Board is granted full power and authority to change said principal office at any time and from time to time from one location to another.

1.3 Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board may from time to time determine or as the business of the Corporation may require.

ARTICLE II
Meetings of Stockholders

2.1 Annual Meeting. An annual meeting of stockholders of the Corporation shall be held each calendar year on such date and at such time as shall be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice of such meeting. At such meeting, the stockholders shall elect directors and transact such other business as may properly be brought before the meeting.

2.2 Special Meeting. A special meeting of the stockholders may be called at any time by the Board or the President, and shall be called by the President or the Secretary at the request in writing of the stockholders of record of not less than ten percent (10%) of all shares entitled to vote at such meeting or as otherwise provided by the Charter. A special meeting shall be held on such date and at such time as shall be designated by the person(s) calling the meeting and stated in the notice of the meeting or in a duly

executed waiver of notice of such meeting. Only such business shall be transacted at a special meeting as may be stated or indicated in the notice of such meeting or in a duly executed waiver of notice of such meeting.

2.3 Place of Meetings. An annual meeting of stockholders may be held at any place within or without the State of Delaware designated by the Board, or by means of remote communication in accordance with applicable law. A special meeting of stockholders may be held at any place within or without the State of Delaware, or by means of remote communication in accordance with applicable law designated in the notice of the meeting or a duly executed waiver of notice of such meeting. Meetings of stockholders shall be held at the principal office of the Corporation unless notice of a meeting by means of remote communication or a meeting in another place is designated for meetings in the manner provided herein.

2.4 Notice. Notice stating the place, if any, day, and time of each meeting of the stockholders, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called shall, unless otherwise provided by law, the Charter or these Bylaws, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person(s) calling the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is to be sent by mail, it shall be directed to such stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy.

2.5 Voting List. At least ten (10) days before each meeting of stockholders, the Secretary or other officer of the Corporation who has charge of the Corporation's stock ledger, either directly or through another officer appointed by him or through a transfer agent appointed by the Board, shall prepare a complete list of stockholders entitled to vote thereat (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and number of shares registered in the name of each stockholder. For a period of ten (10) days prior to such meeting, such list shall be available on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the Corporation and shall be open to examination by any stockholder for any purpose germane to the meeting. Such list shall be produced at such meeting and kept at the meeting at all times during such meeting and may be inspected by any stockholder who is present.

2.6 Quorum. The holders of a majority of the outstanding shares entitled to vote on a matter, present in person or by proxy, shall constitute a quorum at any meeting of stockholders, except as otherwise provided by law, the Charter, or these Bylaws. If a quorum shall not be present, in person or by proxy, at any meeting of stockholders, the stockholders entitled to vote thereat who are present, in person or by proxy, or, if no stockholder entitled to vote is present, any officer of the Corporation may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be

deemed to be present in person and vote at such adjourned meeting until a quorum shall be present, in person or by proxy; provided, however, that, if the adjournment is for more than thirty (30) days or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting. At any adjourned meeting at which a quorum shall be present, in person or by proxy, any business may be transacted that may have been transacted at the original meeting had a quorum been present.

2.7 Required Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of at least a majority of the outstanding shares entitled to vote who are present, in person or by proxy, at the meeting shall decide any question brought before such meeting, unless the question is one on which, by applicable law or any rule or regulation applicable to the Corporation or its stock, or under an express provision of the Charter or these Bylaws, a different vote is required, in which case such applicable law, rule or regulation, or such express provision shall govern and control the decision of such question. The stockholders present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

2.8 Method of Voting; Proxies. Except as otherwise provided in the Charter or, if permitted by applicable law, these Bylaws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders. Elections of directors need not be by written ballot. At any meeting of stockholders, every stockholder having the right to vote may vote either in person or by a proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. Each such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy. If no date is stated in a proxy, such proxy shall be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power or unless otherwise made irrevocable by law.

2.9 Record Date.

(a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, for any such determination of stockholders, such date in any case to be not more than sixty (60) days and not less than ten (10) days prior to such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed:

(i) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(ii) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(iii) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting in accordance with this Section 2.9.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by law or these Bylaws, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office in the State of Delaware, principal place of business, or such officer or agent shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required by law or these Bylaws, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

2.10 Conduct of Meeting. The President shall preside at all meetings of stockholders. The Secretary shall keep the records of each meeting of stockholders. In the absence or inability to act of any such officer, such officer's duties shall be performed by the officer given the authority to act for such absent or non-acting officer under these Bylaws or by some person appointed by the meeting.

ARTICLE III Directors

3.1 Management. The business and property of the Corporation shall be managed by the Board. Subject to the restrictions imposed by law, the Charter, or these Bylaws, the Board may exercise all the powers of the Corporation.

3.2 Number; Qualification; Election; Term. The number of directors that shall constitute the entire Board shall be one (1), which number may be increased by resolution of the Board or by resolution of the stockholders at the annual meeting thereof or at a special meeting thereof called for that purpose, but shall be not less than one. Except as otherwise required by law, the Charter, or these Bylaws, the directors shall be elected at an annual meeting of stockholders at which a quorum is present; provided, however, that the first annual meeting to elect the board of directors shall take place within six (6) months after the Effective Date (as defined in the Charter). Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy and entitled to vote on the election of directors. Each director so chosen shall hold office until his or her successor is elected and qualified or, if earlier, until his or her death, resignation, or removal from office. None of the directors need be a stockholder of the Corporation or a resident of the State of Delaware. Each director must have attained the age of majority.

3.3 Change in Number. No decrease in the number of directors constituting the entire Board shall have the effect of shortening the term of any incumbent director.

3.4 [Removal](#). Except as otherwise provided in the Charter or these Bylaws, at any meeting of stockholders called expressly for that purpose, any director or the entire Board may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote on the election of directors.

3.5 [Vacancies](#). Vacancies and newly-created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by the sole remaining director, and each director so chosen shall hold office until his or her successor is elected and qualified or, if earlier, until his or her death, resignation, or removal from office. If there are no directors in office, an election of directors may be held in the manner provided by statute. Except as otherwise provided in these Bylaws, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in these Bylaws in respect of the filling of other vacancies.

3.6 [Meetings of Directors](#). The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by statute, in such place or places within or without the State of Delaware as the Board may from time to time determine or as shall be specified in the notice of such meeting or duly executed waiver of notice of such meeting.

3.7 [Regular Meetings](#). Regular meetings of the Board shall be held at such times and places, if any, as shall be designated from time to time by resolution of the Board. Notice of such regular meetings shall not be required.

3.8 [Special Meetings](#). Special meetings of the Board shall be held whenever called by the President or any member of the Board.

3.9 [Notice](#). The Secretary shall give notice of each special meeting of the Board to each director at least twenty-four (24) hours before the meeting. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

3.10 [Quorum; Majority Vote](#). At all meetings of the Board, a majority of the directors fixed in the manner provided in these Bylaws shall constitute a quorum for the transaction of business. If at any meeting of the Board there be less than a quorum present, a majority of those present or any director solely present may adjourn the meeting from time to time without further notice. Unless the act of a greater number is required by law, the Charter, or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is in attendance shall be the act of the Board. At any time that the Charter provides that directors elected by the holders of a class or series of stock shall have more or less than one vote per director on any matter, every reference in these Bylaws to a majority or other proportion of directors shall refer to a majority or other proportion of the votes of such directors.

3.11 [Procedure](#). At meetings of the Board, business shall be transacted in such order as from time to time the Board may determine. The President shall preside at all meetings of the Board. In the absence or inability to act of either such officer, a chairman shall be chosen by the Board from among the directors present. The Secretary of the Corporation shall act as the secretary of each meeting of the Board unless the Board appoints another person to act as secretary of the meeting. The Board shall keep regular minutes of its proceedings which shall be placed in the minute book of the Corporation.

3.12 Presumption of Assent. A director of the Corporation who is present at the meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action unless his or her dissent shall be entered in the minutes of the meeting or unless he shall file his or her written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward any dissent by certified or registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.13 Compensation. The Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, paid to directors for attendance at regular or special meetings of the Board; provided, however, that nothing contained in these Bylaws shall be construed to preclude any director from serving the Corporation in any other capacity or receiving compensation therefor.

ARTICLE IV

Notice

4.1 Method. Whenever by statute, the Charter, or these Bylaws, notice is required to be given to any director or stockholder and no provision is made as to how such notice shall be given, personal notice shall not be required and any such notice may be given (i) in writing, by mail, postage prepaid, addressed to such director or stockholder at his or her address as it appears on the books or (in the case of a stockholder) the stock transfer records of the Corporation, or (ii) by any other method permitted by law (including, without limitation, to overnight courier service, telegram, telex, or facsimile). Any notice required or permitted to be given by mail shall be deemed to be delivered and given three (3) business days after the time when the same is deposited in the United States mail as aforesaid. Any notice required or permitted to be given by overnight courier service shall be deemed to be delivered and given three (3) business days after the time delivered to such service with all charges prepaid and addressed as aforesaid. Any notice required or permitted to be given by telegram, telex, or facsimile shall be deemed to be delivered and given at the time transmitted with all charges prepaid and addressed as aforesaid.

4.2 Waiver. Whenever any notice is required to be given to any stockholder or director of the Corporation by statute, the Charter, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a stockholder or director at a meeting shall constitute a waiver of notice of such meeting, except where such person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

Officers

5.1 Number; Titles; Term of Office. The officers of the Corporation shall include a President, a Secretary, and such other officers as the Board may from time to time elect or appoint, including, without limitation, one or more Vice Presidents (with each Vice President to have such descriptive title, if any, as the Board shall determine). Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or, if earlier, until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any two or more offices may be held by the same person. None of the officers need be a stockholder or a director of the Corporation or a resident of the State of Delaware.

5.2 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Corporation will be served thereby, but such

removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.3 Vacancies. Any vacancy occurring in any office of the Corporation (by death, resignation, removal, or otherwise) may be filled by the Board.

5.4 Authority. Officers shall have such authority and perform such duties in the management of the Corporation as are provided in these Bylaws or as may be determined by resolution of the Board not inconsistent with these Bylaws.

5.5 Compensation. The compensation, if any, of officers and agents shall be fixed from time to time by the Board; provided, however, that the Board may delegate the power to determine the compensation of any officer and agent (other than the officer to whom such power is delegated) to the President.

5.6 President. The President shall be the chief executive officer of the Corporation and, subject to the Board, shall have general executive charge, management, and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers in respect of such properties and operations as may be reasonably incident to such responsibilities.

5.7 Secretary. Except as otherwise provided in these Bylaws, the Secretary shall keep the minutes of all meetings of the Board and of the stockholders in books provided for that purpose, and he shall attend to the giving and service of all notices. The Secretary shall have custody of the corporate seal of the Corporation (if any) and shall have authority to affix the same to any instrument requiring it and to attest it. He shall have charge of the certificate books, transfer books, and stock papers as the Board may direct, all of which shall at all reasonable times be open to inspection by any director upon application at the office of the Corporation during ordinary business hours. He shall in general perform all duties incident to the office of the Secretary, subject to the control of the Board and the President.

ARTICLE VI Certificates and Stockholders

6.1 Certificates for Shares. Any class of stock of the Corporation may be represented by certificates or may be uncertificated. If certificated, certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board. The certificates shall be signed by the President and the Secretary. Any and all signatures on the certificate may be a facsimile and may be sealed with the seal of the Corporation or a facsimile thereof. If any officer, transfer agent, or registrar who has signed, or whose facsimile signature has been placed upon, a certificate has ceased to be such officer, transfer agent, or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. The certificates shall be consecutively numbered and shall be entered in the books of the Corporation as they are issued and shall exhibit the holder's name and the number of shares.

6.2 Replacement of Lost or Destroyed Certificates. If any class of stock of the Corporation is certificated, the Board may direct a new certificate or certificates to be issued in place of a certificate or certificates theretofore issued by the Corporation and alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates representing shares to be lost or destroyed. When authorizing such issue of a new certificate or certificates the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond with a surety or sureties satisfactory to the Corporation

in such sum as it may direct as indemnity against any claim, or expense resulting from a claim, that may be made against the Corporation in respect of the certificate or certificates alleged to have been lost or destroyed.

6.3 [Transfer of Shares](#). Shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives. If any class of stock of the Corporation is certificated, upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

6.4 [Registered Stockholders](#). The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

6.5 [Regulations](#). The Board shall have the power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, and registration or the replacement of certificates for shares of stock of the Corporation.

6.6 [Legends](#). The Board shall have the power and authority to provide that certificates representing shares of stock bear such legends as the Board deems appropriate to assure that the Corporation does not become liable for violations of federal or state securities laws or other applicable law.

ARTICLE VII [Miscellaneous Provisions](#)

7.1 [Dividends](#). Subject to provisions of law and the Charter, dividends may be declared by the Board at any regular or special meeting and may be paid in cash, in property, or in shares of stock of the Corporation. Such declaration and payment shall be at the discretion of the Board.

7.2 [Reserves](#). There may be created by the Board out of funds of the Corporation legally available therefor such reserve or reserves as the Board from time to time, in its discretion, considers proper to provide for contingencies, to equalize dividends, or to repair or maintain any property of the Corporation, or for such other purpose as the Board shall consider beneficial to the Corporation, and the Board may modify or abolish any such reserve in the manner in which it was created.

7.3 [Books and Records](#). The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of its stockholders and Board and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of the shares held by each.

7.4 [Fiscal Year](#). The fiscal year of the Corporation shall be fixed by the Board; provided, however, that if such fiscal year is not fixed by the Board and the selection of the fiscal year is not expressly deferred by the Board, the fiscal year shall be the calendar year.

7.5 [Seal](#). The seal of the Corporation shall be such as from time to time may be approved by the Board.

7.6 [Resignations](#). Any director or officer may resign by so stating at any meeting of the Board or by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect at the time specified therein or, if no time is specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.7 [Securities of Other Corporations](#). The President of the Corporation shall have the power and authority to transfer, endorse for transfer, vote, consent, or take any other action in respect of any securities of another issuer that may be held or owned by the Corporation and to make, execute, and deliver any waiver, proxy, or consent in respect of any such securities.

7.8 [Telephone Meetings](#). Stockholders (acting for themselves or through a proxy) and members of the Board may participate in and hold a meeting of such stockholders or the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this [Section 7.8](#) shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.9 [Action Without a Meeting](#).

(a) Unless otherwise provided in the Charter, any action required by the DGCL to be taken at any annual or special meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders (acting for themselves or through a proxy) of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent of stockholders shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein until it shall have been delivered to the Corporation at its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office, principal place of business, or such officer or agent shall be by hand or by certified or registered mail, return receipt requested.

(b) Unless otherwise restricted by the Charter or by these Bylaws, any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote in respect of the subject matter thereof, and such consent shall have the same force and effect as a vote of such directors and may be stated as such in any certificate or document filed with the Secretary of State of the State of Delaware or in any certificate delivered to any person. Such consent or consents shall be filed with the minutes of proceedings of the board.

7.10 [Invalid Provisions](#). If any part of these Bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as it is possible and reasonable, shall remain valid and operative.

7.11 [Headings](#). The headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

7.12 [References](#). Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender should include each other gender where appropriate.

7.13 [Amendments](#). Except as may be otherwise provided in the Charter, these Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the stockholders or by the Board at any regular meeting of the stockholders or the Board or at any special meeting of the stockholders or the Board if notice of such alteration, amendment, repeal, or adoption of new Bylaws be contained in the notice of such special meeting. Except as may be otherwise provided by law or in the Charter, any Bylaws adopted or amended by stockholders may be altered, amended or repealed by the Board or stockholders.

The undersigned, the Secretary of the Corporation, hereby certifies that the foregoing Bylaws were adopted by unanimous consent by the directors of the Corporation on _____, 2011.

[Name], Secretary

Exhibit 1.10

AC Trust Agreement

AC TRUST AGREEMENT

This AC Trust Agreement (the “AC Trust Agreement”), dated as of ___, 2011, is entered into by and among Advanta Corp., a Delaware corporation, Advanta Investment Corp., a Delaware corporation, Advanta Business Services Holding Corp., a Delaware corporation, Advanta Business Services Corp., a Delaware corporation, Advanta Service Corp., a Delaware corporation, Advanta Advertising Inc., a Delaware corporation, Advanta Mortgage Holding Company, a Delaware corporation, Advanta Ventures Inc., a Delaware corporation, BE Corp. (f/k/a BizEquity Corp.), a Delaware corporation, ideablob Corp., a Delaware corporation, Advanta Credit Card Receivables Corp., a Nevada corporation, Great Expectations International Inc., a Delaware corporation, Great Expectations Franchise Corp., a Delaware corporation, Great Expectations Management Corp., a Delaware corporation, as debtors and debtors in possession (collectively, the “Debtors”), and FTI Consulting, Inc., solely in its capacity as a liquidating trustee (together with any successor appointed under the terms hereof, the “AC Trustee”),¹ and is executed in connection with the Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, dated November 2, 2010 (as the same may have been amended, modified or supplemented from time to time, the “Plan”), which was confirmed by the United States Bankruptcy Court on ___, 2011, and which provides for the establishment of a liquidating trust evidenced hereby (the “AC Trust”). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to such terms in the Plan.

W I T N E S S E T H

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

WHEREAS, the AC Trust is created on behalf of, and for the sole benefit of, the AC Trust Beneficiaries;

WHEREAS, the Plan provides for the creation of a liquidating trust that will (i) receive from the Debtors all of the AC Trust Assets, (ii) hold the AC Trust Assets in trust for the benefit of the AC Trust Beneficiaries as provided in the Plan and herein and (iii) oversee and direct the liquidation of the AC Trust Assets held by it for the benefit of the AC Trust Beneficiaries pursuant to the terms of the Plan and this AC Trust Agreement;

WHEREAS, the AC Trust is established hereunder for the sole purpose of liquidating and distributing its assets, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the AC Trust is intended to qualify as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and, as such, as a “grantor trust” for United States federal income tax purposes, with the AC Trust Beneficiaries treated as the grantors and owners of the AC Trust;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Debtors and the AC Trustee agree as follows:

¹ There may also be a resident Delaware trustee for the purposes of 12 §3807 of the Delaware Code.

ARTICLE I

ESTABLISHMENT OF THE AC TRUST

1.1 Establishment and Declaration of Trust.

(a) Name. This Trust shall be known as the “AC Trust” in which name the AC Trustee may conduct the affairs of the AC Trust.

(b) Declaration of Trust. Pursuant to the Plan, the Debtors and the AC Trustee hereby establish the AC Trust on behalf of and for the benefit of the AC Trust Beneficiaries and, on the Effective Date, the Debtors hereby irrevocably and absolutely transfer, assign, convey and deliver to the AC Trustee for the benefit of the AC Trust Beneficiaries all of their right, title and interest (whether legal, beneficial, or otherwise) in and to the AC Trust Assets free and clear of any lien, claim, encumbrance, or interest in such property of any other person or entity (except as provided herein) in trust to and for the benefit of the AC Trust Beneficiaries for the uses and purposes stated herein and in the Plan. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. In connection with the transfer of the AC Trust Assets to the AC Trust, all rights and Causes of Action and all Books and Privileges relating to such AC Trust Assets shall be transferred to the AC Trust and shall vest in the AC Trustee solely in its capacity as such. Effective as of the date hereof, the AC Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the AC Trust. The AC Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the AC Trust.

(c) Appointment of AC Trustee. The AC Trustee is hereby appointed as trustee of the AC Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

(d) Acceptance of Trust. The AC Trustee agrees to accept and hold the AC Trust Assets in trust for the AC Trust Beneficiaries, subject to the terms of this AC Trust Agreement and the Plan.

1.2 Title to AC Trust Assets.

(a) Except as otherwise provided by the Plan or this AC Trust Agreement, upon the Effective Date, title to the AC Trust Assets shall pass to the AC Trust free and clear of all Claims and equity interests in accordance with section 1141 of the Bankruptcy Code.

(b) Upon the transfer to the AC Trust of the AC Trust Assets, the AC Trustee shall succeed to all of the Debtors’ right, title and interest in and to the AC Trust Assets, and the Debtors will have no further interest or rights in or with respect to the AC Trust Assets.

(c) For all United States federal income tax purposes, all parties (including, without limitation, the Debtors, the AC Trustee and the AC Trust Beneficiaries) shall treat the transfer by the Debtors of the AC Trust Assets to the AC Trust as (i) a transfer of the AC Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed

Claims and Equity Interests receiving AC Trust Beneficial Interests relating thereto and, to the extent the AC Trust Assets are allocable to Unresolved Claims, to the Unresolved Claims Reserve, followed by (ii) the transfer by such beneficiaries to the AC Trust of the AC Trust Assets (other than the AC Trust Assets allocable to the Unresolved Claims Reserve) in exchange for AC Trust Beneficial Interests. Accordingly, the AC Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the AC Trust Assets (other than such AC Trust Assets as are allocable to the Unresolved Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(d) With respect to all AC Trust Assets, the AC Trustee will directly and indirectly be the representative of the Debtors' Estates, as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, and will have the rights and powers provided for in the Bankruptcy Code, including section 1107 thereof, in addition to any rights and powers granted in this AC Trust Agreement and in the Plan. The AC Trustee will be the successor-in-interest to the Debtors with respect to any action that was or could have been commenced by the Debtors prior to the Effective Date that is related to a AC Trust Asset and shall be deemed substituted for the same as the party in such litigation. The AC Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any person or entity, that constitute AC Trust Assets. All actions, claims, rights, or interests constituting AC Trust Assets are preserved and retained and may be enforced by the AC Trustee as the representative of the Debtors' Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The AC Trustee will be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan (insofar as it affects the AC Trust or the AC Trust Assets).

1.3 Valuation of AC Trust Assets. As soon as practicable after the Effective Date, the AC Trustee, in reliance upon such professionals as the AC Trustee may retain in accordance herewith, shall make a good-faith valuation of the AC Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtors, the AC Trustee and the AC Trust Beneficiaries) for all United States federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the AC Trust Assets.

ARTICLE II

AC TRUST BENEFICIARIES

2.1 Rights of the AC Trust Beneficiaries. Each AC Trust Beneficiary shall take and hold its AC Trust Beneficial Interest subject to all of the terms and provisions of this AC Trust Agreement and the Plan, including payment of any Allowed Claims payable pursuant to Article II and Article IV of the Plan. The interest of a AC Trust Beneficiary is in all respects personal property, and upon the death, insolvency or incapacity of a AC Trust Beneficiary, as applicable, such AC Trust Beneficiary's interest shall pass to the legal representative or other successor, as applicable, of such AC Trust Beneficiary, and such death, insolvency or incapacity shall not terminate or affect the validity of this AC Trust Agreement. An AC Trust Beneficiary shall have

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

2.2 No Legal Title in AC Trust Beneficiaries. No AC Trust Beneficiary shall have legal title to any part of the AC Trust Assets. No transfer by operation of law or otherwise, of the right, title and interest of any AC Trust Beneficiary in and to the AC Trust Assets or hereunder shall operate to terminate this AC Trust or entitle any successor or transferee of such AC Trust Beneficiary to an accounting or to the transfer to it of legal title to any part of the AC Trust Assets.

2.3 Identification of AC Trust Beneficiaries. The record holders of interests in the AC Trust shall be recorded and set forth in a register maintained by the AC Trustee expressly for such purpose. Except as otherwise required by law, references in this AC Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the official register maintained by the AC Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the AC Trustee may establish a record date, which the AC Trustee deems practicable for determining the holders for a particular purpose. Any distributions to the AC Trust Beneficiaries shall be accomplished as set forth in the Plan and herein.

2.4 Transfers. The AC Trust Beneficial Interests shall not be certificated, shall only be issued in book-entry form, and shall not be transferable or assignable except by will, intestate succession or operation of law.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the AC Trust. The AC Trust is established for the sole purpose of liquidating and distributing the AC Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

3.2 Authority of AC Trustee.

(a) In connection with the administration of the AC Trust and the Plan, except as set forth in this AC Trust Agreement, the AC Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the AC Trust and to carry out its responsibilities under the Plan. Without limiting the foregoing, and subject to Section 3.4 hereof, the AC Trustee shall, among other things, have the rights, powers and duties:

- (i) to hold, manage, dispose of, sell, convert to Cash and distribute the AC Trust Assets, including investigating, prosecuting and resolving the Causes of Action belonging to the AC Trust;

(ii) to hold the AC Trust Assets for the benefit of the AC Trust Beneficiaries that are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;

(iii) in the AC Trustee's reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon the AC Trust Assets, including rights, Causes of Action or litigation of the AC Trust;

(iv) to monitor and enforce the implementation of the Plan;

(v) to file all tax and regulatory forms, returns, reports and other documents and financial information required with respect to the AC Trust;

(vi) in the AC Trustee's reasonable business judgment, to reconcile and object to Claims against the Debtors or the AC Trust, and manage, control, prosecute and/or settle on behalf of the AC Trust objections to Claims on account of which the AC Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan;

(vii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the Debtors (other than Advanta and ASC) and the non-Debtor Affiliates (other than the ABC Parties and ABHC) and implement the Plan;

(viii) to hold, manage, and distribute Cash or non-Cash AC Trust Assets obtained through the exercise of the AC Trustee's power and authority;

(ix) to act as a signatory to the Debtors (other than Advanta and ASC) and the non-Debtor Affiliates (other than the ABC Parties and ABHC) for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of such Debtors' assets;

(x) to dispose of the books and records transferred to the AC Trustee in a manner deemed appropriate by the AC Trustee; provided, however, that the AC Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtors or their officers or directors are a party without further order of the Bankruptcy Court;

(xi) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case;

(xii) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the AC Trust and execute any documents or pleadings related to the liquidation of the AC Trust Assets or other matters related to the AC Trust;

(xiii) to establish and maintain bank accounts and terminate such accounts as the AC Trustee deems appropriate;

(xiv) to set off amounts owed to the Debtors against distributions to AC Trust Beneficiaries;

(xv) to bring suits or defend itself against such suits, if any, as the AC Trustee determines in connection with any matter arising from or related to the Plan or this AC Trust Agreement that affects in any way the rights or obligations of the AC Trust, the AC Trustee or the AC Trust Beneficiaries;

(xvi) obtain and maintain insurance coverage with respect to the liabilities and obligations of the AC Trustee and the Trust Advisory Board and its members in accordance with Section 4.5 of this AC Trust Agreement;

(xvii) to take all actions necessary and appropriate to minimize any adverse state or federal tax consequences to the AC Trust Beneficiaries provided such actions do not result in an adverse tax consequence to the AC Trust and are consistent with and are not contrary to the treatment of the AC Trust as a “grantor trust” for United States federal income tax purposes; and

(xviii) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and this AC Trust Agreement.

Notwithstanding the foregoing, neither the AC Trustee nor any other person that is an Affiliate of the AC Trust or the Debtors shall take any action to facilitate or encourage any trading in AC Trust Beneficial Interests or in any instrument tied to the value of such interests.

(b) The AC Trustee may retain and compensate attorneys and other professionals to assist in its duties as the trustee of the AC Trust on such terms (including on a contingency or hourly basis) as the AC Trustee deems appropriate without Bankruptcy Court approval; provided, however, that such compensation may not exceed the amount reflected in the Budget (as defined below) by more than 15% for each professional, unless approved by the Trust Advisory Board (as defined below) or further order of the Bankruptcy Court.

(c) In all circumstances, the AC Trustee shall act in the best interests of all of the AC Trust Beneficiaries and in furtherance of the purpose of the AC Trust.

3.3 Establishment of Trust Advisory Board.

(a) The “Trust Advisory Board” means the board to be appointed in accordance with, and to exercise the duties set forth in, this AC Trust Agreement. The Trust Advisory Board shall be comprised of three (3) members, with the initial members of the Trust Advisory Board to be selected by the Debtors (with the consent of the Creditors’ Committee) and any subsequent members to be appointed in accordance with the terms of this AC Trust Agreement. Two members of the Trust Advisory Board shall be holders of a Beneficial Interest in any of the Trusts, or a designee of such holder, and the other member of the Trust Advisory Board (the “Independent TAB Member”) shall not hold a Beneficial Interest in any of the Trusts, or be a designee of any holder. All of the members of the Trust Advisory Board shall not be or have been an Insider (as such term is defined in the Bankruptcy Code) of any of the Debtors. The initial members of the Trust Advisory Board are set forth on Annex A hereto. The members

of the Trust Advisory Board may also be members of any trust advisory board that is established for any of the other Trusts.

(b) Each member of the Trust Advisory Board shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Trust Advisory Board, and (ii) an alternate representative to attend meetings and participate in other activities of the Trust Advisory Board when the representatives designated pursuant to clause (i) above are unavailable. For the avoidance of doubt, such representatives shall only be recognized for so long as the member of the Trust Advisory Board who made such designation continues to be a member of the Trust Advisory Board.

(c) Notwithstanding anything in this Section 3.3 or Section 3.4, the Trust Advisory Board shall not take any action that will cause the AC Trust to fail to qualify as a “liquidating trust” for United States federal income tax purposes.

(d) A quorum for meetings of the Trust Advisory Board shall consist of a majority of the non-recused members of the Trust Advisory Board then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a member of the Trust Advisory Board shall be deemed present if a representative of the member is attending in person, by telephone or by proxy, unless such representative is attending solely to protest the meeting in question.

(e) Except as expressly provided herein, the affirmative vote of a majority of the members of the Trust Advisory Board shall be the act of the Trust Advisory Board with respect to any matter that requires the determination, consent, approval or agreement of such board; provided, however, that where one or more members of the Trust Advisory Board are recused, the unanimous vote of the non-recused members of the Trust Advisory Board shall be required. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting. In all matters submitted to a vote of the Trust Advisory Board, each Trust Advisory Board member shall be entitled to cast one vote, which vote shall be cast personally by such Trust Advisory Board member or by proxy. In a matter in which the AC Trustee cannot obtain direction or authority from the Trust Advisory Board, the AC Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A Trust Advisory Board member and its representative shall be recused from the Trust Advisory Board’s deliberations and votes on any matters as to which such member has a conflicting interest. For the avoidance of doubt, a Trust Advisory Board Member shall not be automatically deemed to have a conflicting interest solely because such Trust Advisory Board Member is the holder of a Beneficial Interest in any of the Trusts. If a Trust Advisory Board member or its representative does not recuse itself from any such matter, that Trust Advisory Board member and its representative may be recused from such matter by the

unanimous vote of the remaining members of the Trust Advisory Board that are not recused or are required to be recused from the matter.

(g) Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of those Trust Advisory Board members not recused or required to be recused as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

(h) The authority of the members of the Trust Advisory Board shall be effective as of the Effective Date and shall remain and continue in full force and effect until the AC Trust is dissolved in accordance with Section 7.1 hereof. The service of the members of the Trust Advisory Board shall be subject to the following:

(i) each member of the Trust Advisory Board shall serve until the earlier of (I) such member's death or resignation pursuant to clause (ii) below, (II) such member's (or if such member is a designee of a holder of a Beneficial Interest, such holder's) Allowed Claims being paid in full, including any postpetition interest to which such holder may be entitled (if applicable), or (III) such member's removal pursuant to clause (iv) below;

(ii) a member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board and the AC Trustee. Such resignation shall be effective when a successor is appointed as provided herein;

(iii) if applicable, a member of the Trust Advisory Board shall promptly notify the other members of the Trust Advisory Board and the AC Trustee of the payment in full of its Allowed Claims or, if the member is a designee of a holder of such Allowed Claims, of the payment in full of such holder's Allowed Claims; provided, however, that such member shall continue to serve on the Trust Advisory Board until a successor is appointed as provided herein;

(iv) the members of the Trust Advisory Board may be removed by the unanimous vote of the other members of the Trust Advisory Board only for (I) fraud or willful misconduct in connection with the affairs of the AC Trust, or (II) cause, which shall include a breach of a fiduciary duty, and shall not be subject to removal without cause;

(v) in the event of a vacancy in a member's position on the Trust Advisory Board due to resignation or payment in full of his or her Allowed Claims (or, if a member is a designee of a holder of Allowed Claims, such holder's Allowed Claims), a new member shall be appointed as soon as practicable by the vote of the Trust Advisory Board (including the member being replaced). In the event of a vacancy in a member's position on the Trust Advisory Board due to removal or death, a new member shall be appointed as soon as

practicable by the unanimous vote of the remaining members of the Trust Advisory Board. In each case, the new member shall be either a holder of a Beneficial Interest in any of the Trusts (or a designee of such holder) or the Independent TAB Member, depending upon whether the Member being replaced was a holder of a Beneficial Interest or the Independent TAB Member. Further, any new member may not have been an Insider (as such term is defined in the Bankruptcy Code) of any of the Debtors. The appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address and telephone number of the successor member of the Trust Advisory Board; and

(vi) immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority and privileges of the predecessor member of the Trust Advisory Board hereunder shall be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board shall not be liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

(i) Any member of the Trust Advisory Board may be reimbursed by the AC Trustee for its actual, reasonable out-of-pocket expenses incurred for serving on such board including, without limitation, reasonable legal fees and costs incurred by each member of the Trust Advisory Board with respect to outside counsel (for the avoidance of doubt, including such fees and expenses incurred prior to the Effective Date in connection with the establishment of the AC Trust and the Trust Advisory Board) in the same manner and priority as the compensation and expenses of the AC Trustee under this Trust Agreement, in accordance with the Budget (as defined herein). Except as provided for in this Section 3.3, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation; provided, however, that the Independent TAB Member shall be entitled to receive such compensation (if any) as provided for in the Budget. The initial Budget shall include an appropriate reserve for the fees and expenses of the Trust Advisory Board.

3.4 Limitations on AC Trustee's Authority and the Trust Advisory Board's Authority.

(a) Notwithstanding anything herein to the contrary, the AC Trustee shall not and shall not be authorized to engage in any trade or business and shall take (i) such actions consistent with the orderly liquidation of the AC Trust Assets as are required by applicable law, the Plan and the Confirmation Order and (ii) such actions permitted hereunder; provided, however, that, the AC Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the AC Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

(b) The AC Trustee shall prepare and submit to the Trust Advisory Board for approval an annual plan and budget at least thirty (30) days prior to the commencement of each fiscal year of the AC Trust; provided, however, that the first such report shall be submitted no

later than forty-five (45) days after the Effective Date. Each fiscal year of the AC Trust shall end on December 31st and commence on January 1st. The Trust Advisory Board shall review and approve (with such revisions as the Trust Advisory Board requires) the annual plan and budget within thirty (30) days of the date on which such annual plan and budget is submitted to the Trust Advisory Board for approval. Prior to the submission and approval of the initial plan and budget, the AC Trustee shall be permitted to pay the reasonable, documented fees, costs and expenses of the AC Trust and the AC Trustee. The annual plan and budget shall set forth in reasonable detail: (i) the AC Trustee's anticipated actions to administer and liquidate the AC Trust Assets; and (ii) the reasonably anticipated expenses (including the expenses of any attorneys and other professionals engaged by the AC Trustee to assist in its duties) associated with conducting the affairs of the AC Trust. Any such annual plan and budget as approved by the Trust Advisory Board is referred to herein as the "Budget". The AC Trustee may seek approval of amendments to the Budget from time-to-time by making a request to the Trust Advisory Board and the Trust Advisory Board shall, within thirty (30) days of receiving such request, approve or reject such amendments by notice to the AC Trustee. All actions by the AC Trustee must be consistent with the then current Budget, provided that the AC Trustee may take action outside the Budget as provided in Section 3.4(c).

(c) Notwithstanding anything herein to the contrary, the AC Trustee shall submit to the Trust Advisory Board for its review and prior written approval the following matters:

(i) any decision to compromise, settle, or otherwise resolve any Unresolved Claims, other than with respect to Administrative Expense Claims relating to compensation of professionals, that would result in an Allowed Claim in an amount in excess of \$1,000,000, and any decision to compromise, settle, or otherwise resolve any affirmative claims of the AC Trust (whether or not asserted) in excess of \$1,000,000;

(ii) subject to Section 3.2(b), incurrence of any cost or expense of the AC Trust that is either not reflected in the Budget or exceeds the particular line item in the Budget by more than 15%; provided, however, that approval of the Trust Advisory Board shall not be required in the case of any cost or expense authorized by further order of the Bankruptcy Court; and

(iii) Any amendment of this AC Trust Agreement as provided in Section 9.1 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, in determining whether to provide or decline its consent and in connection with any actions to be taken by the Trust Advisory Board hereunder, the Trust Advisory Board shall always act in furtherance of the purposes of the AC Trust and the treatment of the AC Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d).

3.5 Books and Records. The AC Trustee shall maintain in respect of the AC Trust and the AC Trust Beneficiaries books and records relating to the AC Trust Assets and income of the AC Trust and the payment of expenses of, and liabilities of claims against or assumed by, the

AC Trust in such detail and for such period of time as may be necessary to enable him to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the AC Trust. Except as expressly provided herein, nothing in this AC Trust Agreement requires the AC Trustee to file any accounting or seek approval of any court with respect to the administration of the AC Trust or as a condition for managing any payment or distribution out of the AC Trust Assets. The AC Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtors or their officers or directors are a party without further order of the Bankruptcy Court.

3.6 Additional Powers. Except as otherwise set forth in this AC Trust Agreement or in the Plan, and subject to the continuation of the treatment of the AC Trust as a liquidating trust for United States federal income tax purposes and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the AC Trustee may control and exercise authority over the AC Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the AC Trust shall be obligated to inquire into the authority of the AC Trustee in connection with the protection, conservation, liquidation, or disposition of the AC Trust Assets.

3.7 Distributions.

(a) The AC Trustee shall make the Initial Distribution as soon as practicable after the Effective Date and use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date. The AC Trustee shall make at least one distribution in each year, one of which shall be made on or about December 31st of such year, to the holders of the AC Trust Beneficial Interests of all Cash on hand in accordance with the terms hereof and the priorities that are set forth in the Plan (including any Cash received from the Debtors on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.4(j) of the Plan) except such amounts (i) as are retained by the AC Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the AC Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated fees and expenses (including any taxes imposed on the AC Trust or in respect of the AC Trust Assets) of the AC Trust, the AC Trustee and the members of the Trust Advisory Board, and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the AC Trust or imposed on the AC Trust in accordance with the Plan or this AC Trust Agreement.

(b) All distributions made by the AC Trustee to holders pursuant to this Section 3.7 shall be payable to the holders of record listed on the claims register as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the AC Trustee shall distribute such Cash by wire, check, or such other form as the AC Trustee deems appropriate under the circumstances. For the avoidance of doubt, pursuant to the Plan, the AC Trustee is entitled to recognize and deal with only those holders of record as of the Distribution Record Date, (i) unless an AC Trust Beneficiary's interest shall have passed to a legal representative or other successor as described in Section 2.1 of this AC Trust Agreement, or (ii) a holder's claim was filed after the Distribution Record Date as provided for in the Plan.

3.8 Tax Reporting Duties of the AC Trustee.

(a) In addition to the reporting duties of the AC Trustee under ARTICLE VI hereof, the AC Trustee shall file returns (including United States federal returns) for the AC Trust treating the AC Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with Section 1.2(c), this Section 3.8 and Section 5.4 of the Plan. Annually (but no later than sixty (60) days following the end of each calendar year), the AC Trustee shall send to each holder of a AC Trust Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The AC Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the AC Trust that are required by any governmental unit.

(b) In furtherance of the provisions of Section 3.8(a) hereof, allocations of the AC Trust's taxable income among the AC Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined in good faith by the AC Trustee by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the AC Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Unresolved Claims Reserve) to the holders of the AC Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the AC Trust. Similarly, taxable loss of the AC Trust shall be allocated in good faith by the AC Trustee by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining AC Trust Assets. The tax book value of the AC Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements, as determined in good faith by the AC Trustee.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the AC Trustee of a private letter ruling if the AC Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the AC Trustee), the AC Trustee shall (i) timely elect to treat any AC Trust Assets allocable to the Unresolved Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the AC Trustee, the Debtors and the AC Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(d) The AC Trustee shall be responsible for payment, out of the AC Trust Assets, of any taxes imposed on the trust or its assets, including the Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the Unresolved Claims Reserve is insufficient to pay the portion of any such taxes attributable to the

taxable income arising from the assets allocable to, or retained on account of, Unresolved Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Unresolved Claims, or (ii) to the extent such Unresolved Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the AC Trustee as a result of the resolution of such Unresolved Claims.

(e) The AC Trustee may request an expedited determination of taxes of the AC Trust, including the Unresolved Claims Reserve, or the Debtors under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the AC Trust or the Debtors for all taxable periods through the dissolution of the AC Trust.

(f) The AC Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of the AC Trust Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the AC Trust Beneficial Interests for all purposes of this AC Trust Agreement. The AC Trustee shall be authorized to collect such tax information from the holders of the AC Trust Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this AC Trust Agreement. In order to receive distributions under the Plan, all holders of the AC Trust Beneficial Interests will need to identify themselves to the AC Trustee and provide tax information and the specifics of their holdings, to the extent the AC Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable, for each holder). The AC Trustee may refuse to make a distribution to any holder of a AC Trust Beneficial Interest that fails to furnish such information until such information is delivered; provided, however, that, upon the delivery of such information by a holder of a AC Trust Beneficial Interest, the AC Trustee shall make such distribution to which the holder of the AC Trust Beneficial Interest is entitled, without interest; and, provided further that, if the holder fails to comply with such a request within one-year, such distribution shall be deemed an unclaimed distribution, and, provided further that, if the AC Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the AC Trustee is later held liable for the amount of such withholding, such holder shall reimburse the AC Trustee for such liability.

3.9 Tax Powers.

(a) For all taxable periods ending on or prior to the Effective Date, the AC Trustee shall have full and exclusive authority in respect of all taxes of the Debtors (other than Advanta and ASC) to the same extent as if the AC Trustee was the debtor in possession; provided, however, that the AC Trustee shall have full and exclusive authority in respect of all state tax audits or other state tax proceedings of Advanta and ASC (including as the common parent or other agent of any consolidated, combined or unitary tax group of which Advanta or ASC was the agent) relating to taxable periods ending on or prior to the Effective Date as if the AC Trustee was the debtor in possession.

(b) Following the Effective Date, the AC Trustee shall prepare and file (or cause to be prepared and filed) on behalf of the Debtor(s) (other than Advanta and ASC),

including as the common parent or other agent of any consolidated, combined or unitary tax group of which Advanta or ASC was the agent, all tax returns, reports, certificates, forms or similar statements or documents (collectively, “Tax Returns”) required to be filed or that the AC Trustee otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds.

(c) In furtherance thereof, each of the Debtors shall execute, on or prior to the Effective Date, a power of attorney authorizing the AC Trustee to take actions consistent with Section 3.9(a) and (b) to the same extent as if the AC Trustee were the Debtor.

(d) Following the Effective Date, the AC Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes (i) of the Debtor(s) to the same extent as the applicable Debtor would otherwise be entitled with respect to any taxable period ending on or prior to the Effective Date, and (ii) of the Debtor(s) (other than Advanta and ASC) to the same extent as the applicable Debtor would otherwise be entitled with respect to any taxable period ending after the Effective Date; provided, however, that the AC Trustee shall only have whatever rights the Debtors have pursuant to the FDIC Settlement Agreement and the AC Trustee shall be contractually bound to all restrictions in the FDIC Settlement Agreement with respect to tax filings.

(e) The AC Trustee and each Debtor shall reasonably cooperate with each other and with each “Liquidating Trustee” and “Debtor” (within the meaning of the Plan), and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns (including amended Tax Returns and claims for refunds) and in resolving all disputes and audits with respect to all taxable periods relating to the “Debtors” (within the meaning of the Plan). Any information obtained under this Section 3.9(e) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refunds or in conducting an audit or other proceeding. Pursuant to Section 3.9(e) of the Plan, at the reasonable request of any AC Trustee, Reorganized Advanta or ASC shall file any claim for refund (including through an amended Tax Return) under its authority under Section 3.9(a) with respect to any taxable period ending on or prior to the Effective Date that naturally follows from any Tax Returns previously filed or the resolution of any dispute or audit.

(f) See Section 5.4(h) of the Plan with respect to non-Debtor Affiliates of the Debtor(s).

3.10 Compliance with Laws. Any and all distributions of AC Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

3.11 Confidentiality. Each member of the Trust Advisory Board shall at all times 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 AC Trust Assets relate or of which such member has become aware in its capacity as a member of the Trust Advisory Board, except as otherwise required by law.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The AC Trustee will initially be FTI Consulting, Inc. The AC Trustee shall serve as trustee until its successor shall have been appointed in accordance with ARTICLE VI or until resignation, death or removal. The AC Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this AC Trust and not otherwise.

4.2 Responsibilities of AC Trustee. The AC Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the AC Trust Assets, make timely distributions and not unduly prolong the duration of the AC Trust. In so doing, the AC Trustee will exercise its reasonable business judgment in liquidating the AC Trust Assets. The liquidation of the AC Trust Assets may be accomplished, in the AC Trustee's discretion, through the sale of AC Trust Assets (in whole or in part). In connection therewith, the AC Trustee will have the power to object to Claims under the Plan and prosecute for the benefit of the AC Trust all claims, rights and Causes of Action transferred to the AC Trust, whether such suits are brought in the name of the AC Trust, any of the Debtors, or otherwise for the benefit of the AC Trust Beneficiaries. Any and all proceeds generated from such AC Trust Assets shall be held by the AC Trust. Except as expressly set forth herein, the AC Trustee shall have the discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as the AC Trustee determines are in the best interests of the AC Trust Beneficiaries and consistent with the purposes of the AC Trust and shall have no liability for the outcome of its decision. Subject to Section 3.4(b), the AC Trustee may incur any reasonable and necessary expenses in liquidating, distributing and protecting the AC Trust Assets.

4.3 Cash. The AC Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a AC Trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

4.4 Expense Reimbursement and Compensation.

(a) The costs and expenses of the AC Trust, including the fees and expenses of the AC Trustee and the AC Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserve, shall be paid out of the AC Trust Assets; provided, however, that such fees and expenses may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court. Fees and expenses incurred in connection with the prosecution and settlement of any Claims or the objection to any Claims shall be considered costs and expenses of the AC Trust.

(b) The AC Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles; provided, however, that such compensation may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court.

4.5 Insurance. The AC Trust shall be authorized to establish and maintain at the expense of the AC Trust customary insurance coverage for the protection of the AC Trustee, the members of the Trust Advisory Board, the employees, officers, directors, agents, representatives, counsel or advisors of the AC Trustee or any member of the Trust Advisory Board, any Person serving as officers or directors of Reorganized Advanta after the Effective Date and any Persons who are serving as trustee, administrator or overseer of the Trusts on and after the Effective Date, as the AC Trustee determines to be reasonably appropriate in consultation with the Trust Advisory Board whether or not the AC Trust would have the legal power to directly indemnify any of the foregoing against the liabilities covered by such insurance. The AC Trustee also may obtain such insurance coverage as it determines is reasonably necessary and appropriate with respect to real and personal property which is or may become AC Trust Assets, if any.

4.6 Preservation of Privilege and Defenses. In connection with the rights, claims and Causes of Action that constitute AC Trust Assets, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the AC Trust shall vest in the AC Trustee (in its capacity as such).

4.7 Confidentiality. The AC Trustee shall at all times 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 AC Trust Assets relate or of which the AC Trustee has become aware in its capacity as AC Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The AC Trustee may be removed for cause by the unanimous vote of the members of the Trust Advisory Board. Such removal shall become effective on the date action is taken.

5.2 Resignation. The AC Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Trust Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, or (b) the appointment of a successor AC Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor AC Trustee by the Bankruptcy Court. If a successor AC Trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the AC Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor AC Trustee. In the event of the death (in the case of a AC Trustee that is a natural person), dissolution (in the case of a AC Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof, incompetency, or removal of the AC Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor AC Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor AC Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring AC Trustee an instrument accepting the appointment under this AC Trust Agreement and agreeing to be bound thereto, and thereupon the successor AC Trustee, without any further act,

deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring AC Trustee pursuant to this AC Trust Agreement and the Plan; provided, however, that a removed or resigning AC Trustee shall, nevertheless, when requested in writing by the successor AC Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor AC Trustee under the AC Trust all the estates, properties, rights, powers and privileges of such predecessor AC Trustee.

ARTICLE VI

REPORTS TO AC TRUST BENEFICIARIES

6.1 Annual and Final Reports. As soon as practicable after the end of each calendar year, and as soon as practicable upon termination of the AC Trust, the AC Trustee shall make available to each AC Trust Beneficiary appearing on its records as of the end of such period or such date of termination, and whose Allowed Claim has not been paid in full, a written report including: (a) financial statements prepared in accordance with United States generally accepted accounting principles of the AC Trust for such period; (b) a description of any action taken by the AC Trustee in the performance of its duties that materially affects the AC Trust and of which notice has not previously been given to the AC Trust Beneficiaries; and (c) a description of the progress of converting AC Trust Assets to Cash and making distributions to the AC Trust Beneficiaries and any other material information relating to the AC Trust Assets and the administration of the AC Trust. The AC Trustee shall also prepare and make available such additional reports regarding the AC Trust as are reasonably requested by the Trust Advisory Board from time to time.

ARTICLE VII

DISSOLUTION OF AC TRUST

7.1 Dissolution of AC Trust.

(a) The AC Trust shall be dissolved at the earlier of (even if AC Trust Beneficiaries have not been paid in full) (i) all of the AC Trust Assets having been distributed pursuant to the Plan and this AC Trust Agreement, (ii) the AC Trustee determining, in its sole discretion, that the administration of the AC Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the AC Trustee under the Plan and the AC Trust Agreement having been made; provided, however, that in no event shall the AC Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) months prior to the third anniversary (or at least six (6) months prior to the end of an extension period), determines that a fixed-period extension (not to exceed two (2) extensions, each extension not to exceed eighteen (18) months, and without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the AC Trust as a AC Trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the AC Trust Assets. If at any time the AC Trustee determines, in reliance upon such professionals as the AC Trustee may retain, that the expense of administering the AC Trust, including the making of a final distribution to the AC Trust Beneficiaries, is likely

to exceed the value of the remaining AC Trust Assets, the AC Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the AC Trust, (ii) donate any balance to a charitable organization or a charitable trust that is not an Affiliate of the Debtors, the AC Trust, the AC Trustee, or any insider of any of the foregoing, and (iii) dissolve the AC Trust. Upon dissolution of the AC Trust, the AC Trustee shall be discharged from its role as trustee of the AC Trust.

(b) The AC Trustee shall not unduly prolong the duration of the AC Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute AC Trust Assets and to effect the distribution of the AC Trust Assets to the AC Trust Beneficiaries in accordance with the terms hereof and dissolve the AC Trust as soon as practicable. Subject to Section 7.1(a) hereof, prior to or upon dissolution of the AC Trust, the AC Trust Assets will be distributed to the AC Trust Beneficiaries, pursuant to the provisions set forth in Section 3.7 hereof. If any AC Trust Assets are not duly claimed, such AC Trust Assets will be redistributed *pro rata* to all other AC Trust Beneficiaries receiving AC Trust Assets pursuant to Section 3.7 hereof.

7.2 Continuance of Trust for Winding Up. After the dissolution of the AC Trust and for the purpose of liquidating and winding up the affairs of the AC Trust, the AC Trustee shall continue to act as such until its duties have been fully performed. Upon dissolution of the AC Trust, the AC Trustee shall retain for a period of two (2) years the books, records, lists of the AC Trust Beneficiaries, the register of AC Trust Beneficiaries and certificates and other documents and files which shall have been delivered to or created by the AC Trustee that were not already disposed of as provided in Section 3.5 hereof. Subject to the consent of the Trust Advisory Board, at the AC Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the AC Trust; provided, however, that the AC Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation to which either the Debtors or its current or former officer or directors are a party. Except as otherwise specifically provided herein, upon the dissolution of the AC Trust, the AC Trustee shall have no further duties or obligations hereunder.

ARTICLE VIII

LIMITATIONS ON LIABILITY; INDEMNIFICATION

8.1 Liability of AC Trustee; Indemnification. The AC Trustee or the individuals comprising the AC Trustee, and the AC Trustee's employees, officers, directors, agents, representatives, and professionals, as the case may be, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the AC Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities in respect of that person's or entity's or the AC Trustee's actions or inactions regarding the implementation or administration of this AC Trust Agreement or the Plan or the discharge of

their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of the AC Trustee (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the AC Trust Assets or any applicable insurance coverage. The AC Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals. The AC Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals regardless of whether such advice is provided in writing. Notwithstanding the foregoing, the AC Trustee shall not be under any obligation to consult with its retained professionals, and its determination not to do so shall not result in the imposition of liability on the AC Trustee unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.2 Liability of Trust Advisory Board; Indemnification. Each member of the Trust Advisory Board and each respective member's employees, officers, directors, agents, representatives, and professionals shall be held harmless and shall not be liable for actions taken or omitted in their capacity as such, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such member may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such member in respect of that member's or the Trust Advisory Board's actions or inactions regarding the implementation or administration of this AC Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of a member of the Trust Advisory Board (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the AC Trust Assets or any applicable insurance coverage. The members of the Trust Advisory Board shall be entitled to rely, in good faith, on the advice of the Trust Advisory Board's retained professionals. Notwithstanding the foregoing, the members of the Trust Advisory Board shall not be under any obligation to consult with the Trust Advisory Board's retained professionals, and a determination not to do so shall not result in the imposition of liability on the Trust Advisory Board or its members unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.3 Reliance by AC Trustee and Trust Advisory Board. Except as otherwise provided in Section 8.1 or Section 8.2 hereof:

(a) The AC Trustee and each member of the Trust Advisory Board may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper, document, spreadsheet, or database reasonably believed by the AC Trustee or such member, as applicable, to be genuine and to have been signed or presented by the proper party or parties; and

(b) Except for those liabilities that are determined by Final Order to have arisen out of the intentional fraud, willful misconduct or gross negligence of the AC Trustee or a member of the Trust Advisory Board, as applicable, persons dealing with the AC Trustee or the Trust Advisory Board shall look only to the AC Trust Assets to satisfy any liability incurred by

the AC Trustee or the Trust Advisory Board, as applicable, to such person in carrying out the terms of this AC Trust Agreement, and neither the AC Trustee, the Trust Advisory Board nor any of their designees, partners, affiliates, agents, employees, representatives, attorneys, or professionals shall have any personal obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any material provision of this AC Trust Agreement may be amended or waived by the AC Trustee with the consent of the Trust Advisory Board and the approval by the Bankruptcy Court. Amendments to immaterial provisions to this AC Trust Agreement may be made as necessary, to clarify this AC Trust Agreement or enable the AC Trustee to effectuate the terms of this AC Trust Agreement, by the AC Trustee without Bankruptcy Court approval but subject to the consent of the Trust Advisory Board. Notwithstanding this Section 9.1, any amendments to this AC Trust Agreement shall not be inconsistent with the purpose and intention of the AC Trust to liquidate in an expeditious but orderly manner the AC Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish AC Trust. This AC Trust Agreement is intended to create a AC 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 trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this AC Trust Agreement may be amended to comply with such United States federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction. This AC Trust Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to provisions, policies, or principles thereof governing conflict or choice of laws.

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

10.4 Notices. Except as otherwise provided herein, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.4):

If to the AC Trustee:

[●]
Attn: [●]
[●]
Facsimile: [●]

If to the Debtors:

Weil, Gotshal & Manges LLP
Attn: Robert J. Lemons
767 Fifth Avenue
New York, New York, 10153
Facsimile: 212-310-8007

If to an AC Trust Beneficiary:

To the name and address set forth on the registry
maintained by the AC Trustee.

If to the Trust Advisory Board:

[●]
Attn: [●]
[●]
Facsimile: [●]

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

10.6 Relationship to the Plan. The principal purpose of this AC Trust Agreement is to aid in the implementation of the Plan and therefore this AC Trust Agreement incorporates the provisions of the Plan. If any provisions of this AC Trust Agreement are found to conflict with the provisions of the Plan, the provisions of the Plan shall control except for inconsistencies or clarifications in furtherance of the treatment of the AC Trust as a liquidating trust for United States federal income tax purposes, in which case the provisions of this AC Trust Agreement shall control.

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

DEBTORS:

ADVANTA CORP.

By: _____
Name:
Title:

ADVANTA INVESTMENT CORP.

By: _____
Name:
Title:

ADVANTA BUSINESS SERVICES HOLDING CORP.

By: _____
Name:
Title:

ADVANTA BUSINESS SERVICES CORP.

By: _____
Name:
Title:

ADVANTA SERVICE CORP.

By: _____
Name:
Title:

ADVANTA ADVERTISING INC.

By: _____
Name:
Title:

ADVANTA MORTGAGE HOLDING COMPANY

By: _____
Name:
Title:

ADVANTA VENTURES INC.

By: _____
Name:
Title:

BE CORP. (F/K/A BIZEQUITY CORP.)

By: _____
Name:
Title:

IDEABLOB CORP.

By: _____
Name:
Title:

ADVANTA CREDIT CARD RECEIVABLES CORP.

By: _____
Name:
Title:

GREAT EXPECTATIONS INTERNATIONAL INC.

By: _____
Name:
Title:

GREAT EXPECTATIONS FRANCHISE CORP.

By: _____
Name:
Title:

GREAT EXPECTATIONS MANAGEMENT CORP.

By: _____

Name:

Title:

TRUSTEE:

FTI CONSULTING, INC.

solely as AC Trustee

By: _____

Name:

Annex A
Trust Advisory Board

Manewitz/Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, L.P.

Exhibit 1.27

Advanta Auto Finance Trust Agreement

ADVANTA AUTO FINANCE TRUST AGREEMENT

This Advanta Auto Finance Trust Agreement (the “Advanta Auto Finance Trust Agreement”), dated as of ___, 2011, is entered into by and among Advanta Auto Finance Corp., a Nevada corporation, as debtor and debtor in possession (collectively, the “Debtor”), and FTI Consulting, Inc., solely in its capacity as liquidating trustee (together with any successor appointed under the terms hereof, the “Advanta Auto Finance Trustee”),¹ and is executed in connection with the Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, dated November 2, 2010 (as the same may have been amended, modified or supplemented from time to time, the “Plan”), which was confirmed by the United States Bankruptcy Court on ___, 2011, and which provides for the establishment of a liquidating trust evidenced hereby (the “Advanta Auto Finance Trust”). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to such terms in the Plan.

W I T N E S S E T H

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

WHEREAS, the Advanta Auto Finance Trust is created on behalf of, and for the sole benefit of, the Advanta Auto Finance Trust Beneficiaries;

WHEREAS, the Plan provides for the creation of a liquidating trust that will (i) receive from the Debtor all of the Advanta Auto Finance Trust Assets, (ii) hold the Advanta Auto Finance Trust Assets in trust for the benefit of the Advanta Auto Finance Trust Beneficiaries as provided in the Plan and herein and (iii) oversee and direct the liquidation of the Advanta Auto Finance Trust Assets held by it for the benefit of the Advanta Auto Finance Trust Beneficiaries pursuant to the terms of the Plan and this Advanta Auto Finance Trust Agreement;

WHEREAS, the Advanta Auto Finance Trust is established hereunder for the sole purpose of liquidating and distributing its assets, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the Advanta Auto Finance Trust is intended to qualify as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and, as such, as a “grantor trust” for United States federal income tax purposes, with the Advanta Auto Finance Trust Beneficiaries treated as the grantors and owners of the Advanta Auto Finance Trust;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Debtor and the Advanta Auto Finance Trustee agree as follows:

¹ There may also be a resident Delaware trustee for the purposes of 12 §3807 of the Delaware Code.

ARTICLE I

ESTABLISHMENT OF THE ADVANTA AUTO FINANCE TRUST

1.1 Establishment and Declaration of Trust.

(a) Name. This Trust shall be known as the “Advanta Auto Finance Trust” in which name the Advanta Auto Finance Trustee may conduct the affairs of the Advanta Auto Finance Trust.

(b) Declaration of Trust. Pursuant to the Plan, the Debtor and the Advanta Auto Finance Trustee hereby establish the Advanta Auto Finance Trust on behalf of and for the benefit of the Advanta Auto Finance Trust Beneficiaries and, on the Effective Date, the Debtor hereby irrevocably and absolutely transfer, assign, convey and deliver to the Advanta Auto Finance Trustee for the benefit of the Advanta Auto Finance Trust Beneficiaries all of their right, title and interest (whether legal, beneficial, or otherwise) in and to the Advanta Auto Finance Trust Assets free and clear of any lien, claim, encumbrance, or interest in such property of any other person or entity (except as provided herein) in trust to and for the benefit of the Advanta Auto Finance Trust Beneficiaries for the uses and purposes stated herein and in the Plan. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. In connection with the transfer of the Advanta Auto Finance Trust Assets to the Advanta Auto Finance Trust, all rights and Causes of Action and all Books and Privileges relating to such Advanta Auto Finance Trust Assets shall be transferred to the Advanta Auto Finance Trust and shall vest in the Advanta Auto Finance Trustee solely in its capacity as such. Effective as of the date hereof, the Advanta Auto Finance Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Advanta Auto Finance Trust. The Advanta Auto Finance Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the Advanta Auto Finance Trust.

(c) Appointment of Advanta Auto Finance Trustee. The Advanta Auto Finance Trustee is hereby appointed as trustee of the Advanta Auto Finance Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

(d) Acceptance of Trust. The Advanta Auto Finance Trustee agrees to accept and hold the Advanta Auto Finance Trust Assets in trust for the Advanta Auto Finance Trust Beneficiaries, subject to the terms of this Advanta Auto Finance Trust Agreement and the Plan.

1.2 Title to Advanta Auto Finance Trust Assets.

(a) Except as otherwise provided by the Plan or this Advanta Auto Finance Trust Agreement, upon the Effective Date, title to the Advanta Auto Finance Trust Assets shall pass to the Advanta Auto Finance Trust free and clear of all Claims and equity interests in accordance with section 1141 of the Bankruptcy Code.

(b) Upon the transfer to the Advanta Auto Finance Trust of the Advanta Auto Finance Trust Assets, the Advanta Auto Finance Trustee shall succeed to all of the Debtor's

right, title and interest in and to the Advanta Auto Finance Trust Assets, and the Debtor will have no further interest or rights in or with respect to the Advanta Auto Finance Trust Assets.

(c) For all United States federal income tax purposes, all parties (including, without limitation, the Debtor, the Advanta Auto Finance Trustee and the Advanta Auto Finance Trust Beneficiaries) shall treat the transfer by the Debtor of the Advanta Auto Finance Trust Assets to the Advanta Auto Finance Trust as (i) a transfer of the Advanta Auto Finance Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed Claims and Equity Interests receiving Advanta Auto Finance Trust Beneficial Interests relating thereto and, to the extent the Advanta Auto Finance Trust Assets are allocable to Unresolved Claims, to the Unresolved Claims Reserve, followed by (ii) the transfer by such beneficiaries to the Advanta Auto Finance Trust of the Advanta Auto Finance Trust Assets (other than the Advanta Auto Finance Trust Assets allocable to the Unresolved Claims Reserve) in exchange for Advanta Auto Finance Trust Beneficial Interests. Accordingly, the Advanta Auto Finance Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Advanta Auto Finance Trust Assets (other than such Advanta Auto Finance Trust Assets as are allocable to the Unresolved Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(d) With respect to all Advanta Auto Finance Trust Assets, the Advanta Auto Finance Trustee will directly and indirectly be the representative of the Debtor's Estate, as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, and will have the rights and powers provided for in the Bankruptcy Code, including section 1107 thereof, in addition to any rights and powers granted in this Advanta Auto Finance Trust Agreement and in the Plan. The Advanta Auto Finance Trustee will be the successor-in-interest to the Debtor with respect to any action that was or could have been commenced by the Debtor prior to the Effective Date that is related to An Advanta Auto Finance Trust Asset and shall be deemed substituted for the same as the party in such litigation. The Advanta Auto Finance Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its Estate may hold against any person or entity, that constitute Advanta Auto Finance Trust Assets. All actions, claims, rights, or interests constituting Advanta Auto Finance Trust Assets are preserved and retained and may be enforced by the Advanta Auto Finance Trustee as the representative of the Debtor's Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Advanta Auto Finance Trustee will be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan (insofar as it affects the Advanta Auto Finance Trust or the Advanta Auto Finance Trust Assets).

1.3 Valuation of Advanta Auto Finance Trust Assets. As soon as practicable after the Effective Date, the Advanta Auto Finance Trustee, in reliance upon such professionals as the Advanta Auto Finance Trustee may retain in accordance herewith, shall make a good-faith valuation of the Advanta Auto Finance Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtor, the Advanta Auto Finance Trustee and the Advanta Auto Finance Trust Beneficiaries) for all United States federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Advanta Auto Finance Trust Assets.

ARTICLE II

ADVANTA AUTO FINANCE TRUST BENEFICIARIES

2.1 Rights of the Advanta Auto Finance Trust Beneficiaries. Each Advanta Auto Finance Trust Beneficiary shall take and hold its Advanta Auto Finance Trust Beneficial Interest subject to all of the terms and provisions of this Advanta Auto Finance Trust Agreement and the Plan, including payment of any Allowed Claims payable pursuant to Article II and Article IV of the Plan. The interest of an Advanta Auto Finance Trust Beneficiary is in all respects personal property, and upon the death, insolvency or incapacity of an Advanta Auto Finance Trust Beneficiary, as applicable, such Advanta Auto Finance Trust Beneficiary's interest shall pass to the legal representative or other successor, as applicable, of such Advanta Auto Finance Trust Beneficiary, and such death, insolvency or incapacity shall not terminate or affect the validity of this Advanta Auto Finance Trust Agreement. An Advanta Auto Finance Trust Beneficiary shall have no title to, right to, possession of, management of, or control of, the Advanta Auto Finance Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Advanta Auto Finance Trust Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Advanta Auto Finance Trust Assets, but the whole title to all the Advanta Auto Finance Trust Assets shall be vested in the Advanta Auto Finance Trustee and the sole interest of the Advanta Auto Finance Trust Beneficiaries shall be the rights and benefits given to such persons under this Advanta Auto Finance Trust Agreement.

2.2 No Legal Title in Advanta Auto Finance Trust Beneficiaries. No Advanta Auto Finance Trust Beneficiary shall have legal title to any part of the Advanta Auto Finance Trust Assets. No transfer by operation of law or otherwise, of the right, title and interest of any Advanta Auto Finance Trust Beneficiary in and to the Advanta Auto Finance Trust Assets or hereunder shall operate to terminate this Advanta Auto Finance Trust or entitle any successor or transferee of such Advanta Auto Finance Trust Beneficiary to an accounting or to the transfer to it of legal title to any part of the Advanta Auto Finance Trust Assets.

2.3 Identification of Advanta Auto Finance Trust Beneficiaries. The record holders of interests in the Advanta Auto Finance Trust shall be recorded and set forth in a register maintained by the Advanta Auto Finance Trustee expressly for such purpose. Except as otherwise required by law, references in this Advanta Auto Finance Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the official register maintained by the Advanta Auto Finance Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the Advanta Auto Finance Trustee may establish a record date, which the Advanta Auto Finance Trustee deems practicable for determining the holders for a particular purpose. Any distributions to the Advanta Auto Finance Trust Beneficiaries shall be accomplished as set forth in the Plan and herein.

2.4 Transfers. The Advanta Auto Finance Trust Beneficial Interests shall not be certificated, shall only be issued in book-entry form, and shall not be transferable or assignable except by will, intestate succession or operation of law.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the Advanta Auto Finance Trust. The Advanta Auto Finance Trust is established for the sole purpose of liquidating and distributing the Advanta Auto Finance Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

3.2 Authority of Advanta Auto Finance Trustee.

(a) In connection with the administration of the Advanta Auto Finance Trust and the Plan, except as set forth in this Advanta Auto Finance Trust Agreement, the Advanta Auto Finance Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Advanta Auto Finance Trust and to carry out its responsibilities under the Plan. Without limiting the foregoing, and subject to Section 3.4 hereof, the Advanta Auto Finance Trustee shall, among other things, have the rights, powers and duties:

(i) to hold, manage, dispose of, sell, convert to Cash and distribute the Advanta Auto Finance Trust Assets, including investigating, prosecuting and resolving the Causes of Action belonging to the Advanta Auto Finance Trust;

(ii) to hold the Advanta Auto Finance Trust Assets for the benefit of the Advanta Auto Finance Trust Beneficiaries that are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;

(iii) in the Advanta Auto Finance Trustee's reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon the Advanta Auto Finance Trust Assets, including rights, Causes of Action or litigation of the Advanta Auto Finance Trust;

(iv) to monitor and enforce the implementation of the Plan;

(v) to file all tax and regulatory forms, returns, reports and other documents and financial information required with respect to the Advanta Auto Finance Trust;

(vi) in the Advanta Auto Finance Trustee's reasonable business judgment, to reconcile and object to Claims against the Debtor or the Advanta Auto Finance Trust, and manage, control, prosecute and/or settle on behalf of the Advanta Auto Finance Trust objections to Claims on account of which the Advanta Auto Finance Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan;

(vii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the Debtor and implement the Plan;

(viii) to hold, manage, and distribute Cash or non-Cash Advanta Auto Finance Trust Assets obtained through the exercise of the Advanta Auto Finance Trustee's power and authority;

(ix) to act as a signatory to the Debtor for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of such Debtor's assets;

(x) to dispose of the books and records transferred to the Advanta Auto Finance Trustee in a manner deemed appropriate by the Advanta Auto Finance Trustee; provided, however, that the Advanta Auto Finance Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court;

(xi) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case;

(xii) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the Advanta Auto Finance Trust and execute any documents or pleadings related to the liquidation of the Advanta Auto Finance Trust Assets or other matters related to the Advanta Auto Finance Trust;

(xiii) to establish and maintain bank accounts and terminate such accounts as the Advanta Auto Finance Trustee deems appropriate;

(xiv) to set off amounts owed to the Debtor against distributions to Advanta Auto Finance Trust Beneficiaries;

(xv) to bring suits or defend itself against such suits, if any, as the Advanta Auto Finance Trustee determines in connection with any matter arising from or related to the Plan or this Advanta Auto Finance Trust Agreement that affects in any way the rights or obligations of the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee or the Advanta Auto Finance Trust Beneficiaries;

(xvi) obtain and maintain insurance coverage with respect to the liabilities and obligations of the Advanta Auto Finance Trustee and the Trust Advisory Board and its members in accordance with Section 4.5 of this Advanta Auto Finance Trust Agreement;

(xvii) to take all actions necessary and appropriate to minimize any adverse state or federal tax consequences to the Advanta Auto Finance Trust Beneficiaries provided such actions do not result in an adverse tax consequence to the Advanta Auto Finance Trust and are consistent with and are not contrary to the treatment of the Advanta Auto Finance Trust as a "grantor trust" for United States federal income tax purposes; and

(xviii) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and this Advanta Auto Finance Trust Agreement.

Notwithstanding the foregoing, neither the Advanta Auto Finance Trustee nor any other person that is an Affiliate of the Advanta Auto Finance Trust or the Debtor shall take any action to facilitate or encourage any trading in Advanta Auto Finance Trust Beneficial Interests or in any instrument tied to the value of such interests.

(b) The Advanta Auto Finance Trustee may retain and compensate attorneys and other professionals to assist in its duties as the trustee of the Advanta Auto Finance Trust on such terms (including on a contingency or hourly basis) as the Advanta Auto Finance Trustee deems appropriate without Bankruptcy Court approval; provided, however, that such compensation may not exceed the amount reflected in the Budget (as defined below) by more than 15% for each professional, unless approved by the Trust Advisory Board (as defined below) or further order of the Bankruptcy Court.

(c) In all circumstances, the Advanta Auto Finance Trustee shall act in the best interests of all of the Advanta Auto Finance Trust Beneficiaries and in furtherance of the purpose of the Advanta Auto Finance Trust.

3.3 Establishment of Trust Advisory Board.

(a) The “Trust Advisory Board” means the board to be appointed in accordance with, and to exercise the duties set forth in, this Advanta Auto Finance Trust Agreement. The Trust Advisory Board shall be comprised of three (3) members, with the initial members of the Trust Advisory Board to be selected by the Debtor (with the consent of the Creditors’ Committee) and any subsequent members to be appointed in accordance with the terms of this Advanta Auto Finance Trust Agreement. Two members of the Trust Advisory Board shall be holders of a Beneficial Interest in any of the Trusts, or a designee of such holder, and the other member of the Trust Advisory Board (the “Independent TAB Member”) shall not hold a Beneficial Interest in any of the Trusts, or be a designee of any holder. All of the members of the Trust Advisory Board shall not be or have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The initial members of the Trust Advisory Board are set forth on Annex A hereto. The members of the Trust Advisory Board may also be members of any trust advisory board that is established for any of the other Trusts.

(b) Each member of the Trust Advisory Board shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Trust Advisory Board, and (ii) an alternate representative to attend meetings and participate in other activities of the Trust Advisory Board when the representatives designated pursuant to clause (i) above are unavailable. For the avoidance of doubt, such representatives shall only be recognized for so long as the member of the Trust Advisory Board who made such designation continues to be a member of the Trust Advisory Board.

(c) Notwithstanding anything in this Section 3.3 or Section 3.4, the Trust Advisory Board shall not take any action that will cause the Advanta Auto Finance Trust to fail to qualify as a “liquidating trust” for United States federal income tax purposes.

(d) A quorum for meetings of the Trust Advisory Board shall consist of a majority of the non-recused members of the Trust Advisory Board then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a member of the Trust Advisory Board shall be deemed present if a representative of the member is attending in person, by telephone or by proxy, unless such representative is attending solely to protest the meeting in question.

(e) Except as expressly provided herein, the affirmative vote of a majority of the members of the Trust Advisory Board shall be the act of the Trust Advisory Board with respect to any matter that requires the determination, consent, approval or agreement of such board; provided, however, that where one or more members of the Trust Advisory Board are recused, the unanimous vote of the non-recused members of the Trust Advisory Board shall be required. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting. In all matters submitted to a vote of the Trust Advisory Board, each Trust Advisory Board member shall be entitled to cast one vote, which vote shall be cast personally by such Trust Advisory Board member or by proxy. In a matter in which the Advanta Auto Finance Trustee cannot obtain direction or authority from the Trust Advisory Board, the Advanta Auto Finance Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A Trust Advisory Board member and its representative shall be recused from the Trust Advisory Board’s deliberations and votes on any matters as to which such member has a conflicting interest. For the avoidance of doubt, a Trust Advisory Board Member shall not be automatically deemed to have a conflicting interest solely because such Trust Advisory Board Member is the holder of a Beneficial Interest in any of the Trusts. If a Trust Advisory Board member or its representative does not recuse itself from any such matter, that Trust Advisory Board member and its representative may be recused from such matter by the unanimous vote of the remaining members of the Trust Advisory Board that are not recused or are required to be recused from the matter.

(g) Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of those Trust Advisory Board members not recused or required to be recused as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

(h) The authority of the members of the Trust Advisory Board shall be effective as of the Effective Date and shall remain and continue in full force and effect until the

Advanta Auto Finance Trust is dissolved in accordance with Section 7.1 hereof. The service of the members of the Trust Advisory Board shall be subject to the following:

(i) each member of the Trust Advisory Board shall serve until the earlier of (I) such member's death or resignation pursuant to clause (ii) below, (II) such member's (or if such member is a designee of a holder of a Beneficial Interest, such holder's) Allowed Claims being paid in full, including any postpetition interest to which such holder may be entitled (if applicable), or (III) such member's removal pursuant to clause (iv) below;

(ii) a member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board and the Advanta Auto Finance Trustee. Such resignation shall be effective when a successor is appointed as provided herein;

(iii) if applicable, a member of the Trust Advisory Board shall promptly notify the other members of the Trust Advisory Board and the Advanta Auto Finance Trustee of the payment in full of its Allowed Claims or, if the member is a designee of a holder of such Allowed Claims, of the payment in full of such holder's Allowed Claims; provided, however, that such member shall continue to serve on the Trust Advisory Board until a successor is appointed as provided herein;

(iv) the members of the Trust Advisory Board may be removed by the unanimous vote of the other members of the Trust Advisory Board only for (I) fraud or willful misconduct in connection with the affairs of the Advanta Auto Finance Trust, or (II) cause, which shall include a breach of a fiduciary duty, and shall not be subject to removal without cause;

(v) in the event of a vacancy in a member's position on the Trust Advisory Board due to resignation or payment in full of his or her Allowed Claims (or, if a member is a designee of a holder of Allowed Claims, such holder's Allowed Claims), a new member shall be appointed as soon as practicable by the vote of the Trust Advisory Board (including the member being replaced). In the event of a vacancy in a member's position on the Trust Advisory Board due to removal or death, a new member shall be appointed as soon as practicable by the unanimous vote of the remaining members of the Trust Advisory Board. In each case, the new member shall be either a holder of a Beneficial Interest in any of the Trusts (or a designee of such holder) or the Independent TAB Member, depending upon whether the Member being replaced was a holder of a Beneficial Interest or the Independent TAB Member. Further, any new member may not have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address and telephone number of the successor member of the Trust Advisory Board; and

(vi) immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority and privileges of the predecessor member of the Trust Advisory Board hereunder shall be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board shall not be liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

(i) Any member of the Trust Advisory Board may be reimbursed by the Advanta Auto Finance Trustee for its actual, reasonable out-of-pocket expenses incurred for serving on such board including, without limitation, reasonable legal fees and costs incurred by each member of the Trust Advisory Board with respect to outside counsel (for the avoidance of doubt, including such fees and expenses incurred prior to the Effective Date in connection with the establishment of the Advanta Auto Finance Trust and the Trust Advisory Board) in the same manner and priority as the compensation and expenses of the Advanta Auto Finance Trustee under this Trust Agreement, in accordance with the Budget (as defined herein). Except as provided for in this Section 3.3, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation; provided, however, that the Independent TAB Member shall be entitled to receive such compensation (if any) as provided for in the Budget. The initial Budget shall include an appropriate reserve for the fees and expenses of the Trust Advisory Board.

3.4 Limitations on Advanta Auto Finance Trustee's Authority and the Trust Advisory Board's Authority.

(a) Notwithstanding anything herein to the contrary, the Advanta Auto Finance Trustee shall not and shall not be authorized to engage in any trade or business and shall take (i) such actions consistent with the orderly liquidation of the Advanta Auto Finance Trust Assets as are required by applicable law, the Plan and the Confirmation Order and (ii) such actions permitted hereunder; provided, however, that, the Advanta Auto Finance Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the Advanta Auto Finance Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

(b) The Advanta Auto Finance Trustee shall prepare and submit to the Trust Advisory Board for approval an annual plan and budget at least thirty (30) days prior to the commencement of each fiscal year of the Advanta Auto Finance Trust; provided, however, that the first such report shall be submitted no later than forty-five (45) days after the Effective Date. Each fiscal year of the Advanta Auto Finance Trust shall end on December 31st and commence on January 1st. The Trust Advisory Board shall review and approve (with such revisions as the Trust Advisory Board requires) the annual plan and budget within thirty (30) days of the date on which such annual plan and budget is submitted to the Trust Advisory Board for approval. Prior to the submission and approval of the initial plan and budget, the Advanta Auto Finance Trustee shall be permitted to pay the reasonable, documented fees, costs and expenses of the Advanta Auto Finance Trust and the Advanta Auto Finance Trustee. The annual plan and budget shall set forth in reasonable detail: (i) the Advanta Auto Finance Trustee's anticipated actions to

administer and liquidate the Advanta Auto Finance Trust Assets; and (ii) the reasonably anticipated expenses (including the expenses of any attorneys and other professionals engaged by the Advanta Auto Finance Trustee to assist in its duties) associated with conducting the affairs of the Advanta Auto Finance Trust. Any such annual plan and budget as approved by the Trust Advisory Board is referred to herein as the “Budget”. The Advanta Auto Finance Trustee may seek approval of amendments to the Budget from time-to-time by making a request to the Trust Advisory Board and the Trust Advisory Board shall, within thirty (30) days of receiving such request, approve or reject such amendments by notice to the Advanta Auto Finance Trustee. All actions by the Advanta Auto Finance Trustee must be consistent with the then current Budget, provided that the Advanta Auto Finance Trustee may take action outside the Budget as provided in Section 3.4(c).

(c) Notwithstanding anything herein to the contrary, the Advanta Auto Finance Trustee shall submit to the Trust Advisory Board for its review and prior written approval the following matters:

(i) any decision to compromise, settle, or otherwise resolve any Unresolved Claims, other than with respect to Administrative Expense Claims relating to compensation of professionals, that would result in an Allowed Claim in an amount in excess of \$1,000,000, and any decision to compromise, settle, or otherwise resolve any affirmative claims of the Advanta Auto Finance Trust (whether or not asserted) in excess of \$1,000,000;

(ii) subject to Section 3.2(b), incurrence of any cost or expense of the Advanta Auto Finance Trust that is either not reflected in the Budget or exceeds the particular line item in the Budget by more than 15%; provided, however, that approval of the Trust Advisory Board shall not be required in the case of any cost or expense authorized by further order of the Bankruptcy Court; and

(iii) Any amendment of this Advanta Auto Finance Trust Agreement as provided in Section 9.1 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, in determining whether to provide or decline its consent and in connection with any actions to be taken by the Trust Advisory Board hereunder, the Trust Advisory Board shall always act in furtherance of the purposes of the Advanta Auto Finance Trust and the treatment of the Advanta Auto Finance Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d).

3.5 Books and Records. The Advanta Auto Finance Trustee shall maintain in respect of the Advanta Auto Finance Trust and the Advanta Auto Finance Trust Beneficiaries books and records relating to the Advanta Auto Finance Trust Assets and income of the Advanta Auto Finance Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Advanta Auto Finance Trust in such detail and for such period of time as may be necessary to enable him to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Advanta Auto Finance Trust. Except as expressly provided herein, nothing

in this Advanta Auto Finance Trust Agreement requires the Advanta Auto Finance Trustee to file any accounting or seek approval of any court with respect to the administration of the Advanta Auto Finance Trust or as a condition for managing any payment or distribution out of the Advanta Auto Finance Trust Assets. The Advanta Auto Finance Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court.

3.6 Additional Powers. Except as otherwise set forth in this Advanta Auto Finance Trust Agreement or in the Plan, and subject to the continuation of the treatment of the Advanta Auto Finance Trust as a liquidating trust for United States federal income tax purposes and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the Advanta Auto Finance Trustee may control and exercise authority over the Advanta Auto Finance Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the Advanta Auto Finance Trust shall be obligated to inquire into the authority of the Advanta Auto Finance Trustee in connection with the protection, conservation, liquidation, or disposition of the Advanta Auto Finance Trust Assets.

3.7 Distributions.

(a) The Advanta Auto Finance Trustee shall make the Initial Distribution as soon as practicable after the Effective Date and use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date. The Advanta Auto Finance Trustee shall make at least one distribution in each year, one of which shall be made on or about December 31st of such year, to the holders of the Advanta Auto Finance Trust Beneficial Interests of all Cash on hand in accordance with the terms hereof and the priorities that are set forth in the Plan (including any Cash received from the Debtor on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.4(j) of the Plan) except such amounts (i) as are retained by the Advanta Auto Finance Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Advanta Auto Finance Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated fees and expenses (including any taxes imposed on the Advanta Auto Finance Trust or in respect of the Advanta Auto Finance Trust Assets) of the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee and the members of the Trust Advisory Board, and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the Advanta Auto Finance Trust or imposed on the Advanta Auto Finance Trust in accordance with the Plan or this Advanta Auto Finance Trust Agreement.

(b) All distributions made by the Advanta Auto Finance Trustee to holders pursuant to this Section 3.7 shall be payable to the holders of record listed on the claims register as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the Advanta Auto Finance Trustee shall distribute such Cash by wire, check, or such other form as the Advanta Auto Finance Trustee deems appropriate under the circumstances. For the avoidance of doubt, pursuant to the Plan, the Advanta Auto Finance Trustee is entitled to recognize and deal with only those holders of record as of the Distribution Record Date, (i) unless an Advanta Auto Finance Trust Beneficiary's interest shall have passed to a legal representative or other successor as described in Section 2.1 of this Advanta Auto Finance Trust

Agreement, or (ii) a holder's claim was filed after the Distribution Record Date as provided for in the Plan.

3.8 Tax Reporting Duties of the Advanta Auto Finance Trustee.

(a) In addition to the reporting duties of the Advanta Auto Finance Trustee under ARTICLE VI hereof, the Advanta Auto Finance Trustee shall file returns (including United States federal returns) for the Advanta Auto Finance Trust treating the Advanta Auto Finance Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with Section 1.2(c), this Section 3.8 and Section 5.4 of the Plan. Annually (but no later than sixty (60) days following the end of each calendar year), the Advanta Auto Finance Trustee shall send to each holder of an Advanta Auto Finance Trust Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The Advanta Auto Finance Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the Advanta Auto Finance Trust that are required by any governmental unit.

(b) In furtherance of the provisions of Section 3.8(a) hereof, allocations of the Advanta Auto Finance Trust's taxable income among the Advanta Auto Finance Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined in good faith by the Advanta Auto Finance Trustee by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Advanta Auto Finance Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Unresolved Claims Reserve) to the holders of the Advanta Auto Finance Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Advanta Auto Finance Trust. Similarly, taxable loss of the Advanta Auto Finance Trust shall be allocated in good faith by the Advanta Auto Finance Trustee by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Advanta Auto Finance Trust Assets. The tax book value of the Advanta Auto Finance Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements, as determined in good faith by the Advanta Auto Finance Trustee.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the Advanta Auto Finance Trustee of a private letter ruling if the Advanta Auto Finance Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Advanta Auto Finance Trustee), the Advanta Auto Finance Trustee shall (i) timely elect to treat any Advanta Auto Finance Trust Assets allocable to the Unresolved Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and

local income tax purposes. All parties (including the Advanta Auto Finance Trustee, the Debtor and the Advanta Auto Finance Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(d) The Advanta Auto Finance Trustee shall be responsible for payment, out of the Advanta Auto Finance Trust Assets, of any taxes imposed on the trust or its assets, including the Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the Unresolved Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Unresolved Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Unresolved Claims, or (ii) to the extent such Unresolved Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Advanta Auto Finance Trustee as a result of the resolution of such Unresolved Claims.

(e) The Advanta Auto Finance Trustee may request an expedited determination of taxes of the Advanta Auto Finance Trust, including the Unresolved Claims Reserve, or the Debtor under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Advanta Auto Finance Trust or the Debtor for all taxable periods through the dissolution of the Advanta Auto Finance Trust.

(f) The Advanta Auto Finance Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of the Advanta Auto Finance Trust Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the Advanta Auto Finance Trust Beneficial Interests for all purposes of this Advanta Auto Finance Trust Agreement. The Advanta Auto Finance Trustee shall be authorized to collect such tax information from the holders of the Advanta Auto Finance Trust Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this Advanta Auto Finance Trust Agreement. In order to receive distributions under the Plan, all holders of the Advanta Auto Finance Trust Beneficial Interests will need to identify themselves to the Advanta Auto Finance Trustee and provide tax information and the specifics of their holdings, to the extent the Advanta Auto Finance Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable, for each holder). The Advanta Auto Finance Trustee may refuse to make a distribution to any holder of an Advanta Auto Finance Trust Beneficial Interest that fails to furnish such information until such information is delivered; provided, however, that, upon the delivery of such information by a holder of an Advanta Auto Finance Trust Beneficial Interest, the Advanta Auto Finance Trustee shall make such distribution to which the holder of the Advanta Auto Finance Trust Beneficial Interest is entitled, without interest; and, provided further that, if the holder fails to comply with such a request within one-year, such distribution shall be deemed an unclaimed distribution, and, provided further that, if the Advanta Auto Finance Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Advanta Auto Finance Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Advanta Auto Finance Trustee for such liability.

3.9 Tax Powers.

(a) For all taxable periods ending on or prior to the Effective Date, the Advanta Auto Finance Trustee shall have full and exclusive authority in respect of all taxes of the Debtor to the same extent as if the Advanta Auto Finance Trustee was the debtor in possession.

(b) Following the Effective Date, the Advanta Auto Finance Trustee shall prepare and file (or cause to be prepared and filed) on behalf of the Debtor, all tax returns, reports, certificates, forms or similar statements or documents (collectively, "Tax Returns") required to be filed or that the Advanta Auto Finance Trustee otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds.

(c) In furtherance thereof, the Debtor shall execute, on or prior to the Effective Date, a power of attorney authorizing the Advanta Auto Finance Trustee to take actions consistent with Section 3.9(a) and (b) to the same extent as if the Advanta Auto Finance Trustee were the Debtor.

(d) Following the Effective Date, the Advanta Auto Finance Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes (i) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending on or prior to the Effective Date, and (ii) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending after the Effective Date; provided, however, that the Advanta Auto Finance Trustee shall only have whatever rights the Debtor has pursuant to the FDIC Settlement Agreement and the Advanta Auto Finance Trustee shall be contractually bound to all restrictions in the FDIC Settlement Agreement with respect to tax filings.

(e) The Advanta Auto Finance Trustee and the Debtor shall reasonably cooperate with each other and with each "Liquidating Trustee" and "Debtor" (within the meaning of the Plan), and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns (including amended Tax Returns and claims for refunds) and in resolving all disputes and audits with respect to all taxable periods relating to the "Debtors" (within the meaning of the Plan). Any information obtained under this Section 3.9(e) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refunds or in conducting an audit or other proceeding. Pursuant to Section 3.9(e) of the Plan, at the reasonable request of any Advanta Auto Finance Trustee, Reorganized Advanta or ASC shall file any claim for refund (including through an amended Tax Return) under its authority under Section 3.9(a) with respect to any taxable period ending on or prior to the Effective Date that naturally follows from any Tax Returns previously filed or the resolution of any dispute or audit.

(f) See Section 5.4(h) of the Plan with respect to non-Debtor Affiliates of the Debtor.

3.10 Compliance with Laws. Any and all distributions of Advanta Auto Finance Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

3.11 Confidentiality. Each member of the Trust Advisory Board shall at all times 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 Advanta Auto Finance Trust Assets relate or of which such member has become aware in its capacity as a member of the Trust Advisory Board, except as otherwise required by law.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The Advanta Auto Finance Trustee will initially be FTI Consulting, Inc. The Advanta Auto Finance Trustee shall serve as trustee until its successor shall have been appointed in accordance with ARTICLE VI or until resignation, death or removal. The Advanta Auto Finance Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Advanta Auto Finance Trust and not otherwise.

4.2 Responsibilities of Advanta Auto Finance Trustee. The Advanta Auto Finance Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Advanta Auto Finance Trust Assets, make timely distributions and not unduly prolong the duration of the Advanta Auto Finance Trust. In so doing, the Advanta Auto Finance Trustee will exercise its reasonable business judgment in liquidating the Advanta Auto Finance Trust Assets. The liquidation of the Advanta Auto Finance Trust Assets may be accomplished, in the Advanta Auto Finance Trustee's discretion, through the sale of Advanta Auto Finance Trust Assets (in whole or in part). In connection therewith, the Advanta Auto Finance Trustee will have the power to object to Claims under the Plan and prosecute for the benefit of the Advanta Auto Finance Trust all claims, rights and Causes of Action transferred to the Advanta Auto Finance Trust, whether such suits are brought in the name of the Advanta Auto Finance Trust, the Debtor, or otherwise for the benefit of the Advanta Auto Finance Trust Beneficiaries. Any and all proceeds generated from such Advanta Auto Finance Trust Assets shall be held by the Advanta Auto Finance Trust. Except as expressly set forth herein, the Advanta Auto Finance Trustee shall have the discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as the Advanta Auto Finance Trustee determines are in the best interests of the Advanta Auto Finance Trust Beneficiaries and consistent with the purposes of the Advanta Auto Finance Trust and shall have no liability for the outcome of its decision. Subject to Section 3.4(b), the Advanta Auto Finance Trustee may incur any reasonable and necessary expenses in liquidating, distributing and protecting the Advanta Auto Finance Trust Assets.

4.3 Cash. The Advanta Auto Finance Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

4.4 Expense Reimbursement and Compensation.

(a) The costs and expenses of the Advanta Auto Finance Trust, including the fees and expenses of the Advanta Auto Finance Trustee and the Advanta Auto Finance Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserve, shall be paid out of the Advanta Auto Finance Trust Assets; provided, however, that such fees and expenses may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court. Fees and expenses incurred in connection with the prosecution and settlement of any Claims or the objection to any Claims shall be considered costs and expenses of the Advanta Auto Finance Trust.

(b) The Advanta Auto Finance Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles; provided, however, that such compensation may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court..

4.5 Insurance. The Advanta Auto Finance Trust shall be authorized to establish and maintain at the expense of the Advanta Auto Finance Trust customary insurance coverage for the protection of the Advanta Auto Finance Trustee, the members of the Trust Advisory Board, the employees, officers, directors, agents, representatives, counsel or advisors of the Advanta Auto Finance Trustee or any member of the Trust Advisory Board, any Person serving as officers or directors of Reorganized Advanta after the Effective Date and any Persons who are serving as trustee, administrator or overseer of the Trusts on and after the Effective Date, as the Advanta Auto Finance Trustee determines to be reasonably appropriate in consultation with the Trust Advisory Board whether or not the Advanta Auto Finance Trust would have the legal power to directly indemnify any of the foregoing against the liabilities covered by such insurance. The Advanta Auto Finance Trustee also may obtain such insurance coverage as it determines is reasonably necessary and appropriate with respect to real and personal property which is or may become Advanta Auto Finance Trust Assets, if any.

4.6 Preservation of Privilege and Defenses. In connection with the rights, claims and Causes of Action that constitute Advanta Auto Finance Trust Assets, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Advanta Auto Finance Trust shall vest in the Advanta Auto Finance Trustee (in its capacity as such).

4.7 Confidentiality. The Advanta Auto Finance Trustee shall at all times 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 Advanta Auto Finance Trust Assets relate or of which the Advanta Auto Finance Trustee has become aware in its capacity as Advanta Auto Finance Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The Advanta Auto Finance Trustee may be removed for cause by the unanimous vote of the members of the Trust Advisory Board. Such removal shall become effective on the date action is taken.

5.2 Resignation. The Advanta Auto Finance Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Trust Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, or (b) the appointment of a successor Advanta Auto Finance Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor Advanta Auto Finance Trustee by the Bankruptcy Court. If a successor Advanta Auto Finance Trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Advanta Auto Finance Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor Advanta Auto Finance Trustee. In the event of the death (in the case of An Advanta Auto Finance Trustee that is a natural person), dissolution (in the case of An Advanta Auto Finance Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof, incompetency, or removal of the Advanta Auto Finance Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor Advanta Auto Finance Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor Advanta Auto Finance Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring Advanta Auto Finance Trustee an instrument accepting the appointment under this Advanta Auto Finance Trust Agreement and agreeing to be bound thereto, and thereupon the successor Advanta Auto Finance Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring Advanta Auto Finance Trustee pursuant to this Advanta Auto Finance Trust Agreement and the Plan; provided, however, that a removed or resigning Advanta Auto Finance Trustee shall, nevertheless, when requested in writing by the successor Advanta Auto Finance Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor Advanta Auto Finance Trustee under the Advanta Auto Finance Trust all the estates, properties, rights, powers and privileges of such predecessor Advanta Auto Finance Trustee.

ARTICLE VI

REPORTS TO ADVANTA AUTO FINANCE TRUST BENEFICIARIES

6.1 Annual and Final Reports. As soon as practicable after the end of each calendar year, and as soon as practicable upon termination of the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee shall make available to each Advanta Auto Finance Trust Beneficiary appearing on its records as of the end of such period or such date of termination, and whose Allowed Claim has not been paid in full, a written report including: (a) financial statements prepared in accordance with United States generally accepted accounting principles

of the Advanta Auto Finance Trust for such period; (b) a description of any action taken by the Advanta Auto Finance Trustee in the performance of its duties that materially affects the Advanta Auto Finance Trust and of which notice has not previously been given to the Advanta Auto Finance Trust Beneficiaries; and (c) a description of the progress of converting Advanta Auto Finance Trust Assets to Cash and making distributions to the Advanta Auto Finance Trust Beneficiaries and any other material information relating to the Advanta Auto Finance Trust Assets and the administration of the Advanta Auto Finance Trust. The Advanta Auto Finance Trustee shall also prepare and make available such additional reports regarding the Advanta Auto Finance Trust as are reasonably requested by the Trust Advisory Board from time to time.

ARTICLE VII

DISSOLUTION OF ADVANTA AUTO FINANCE TRUST

7.1 Dissolution of Advanta Auto Finance Trust.

(a) The Advanta Auto Finance Trust shall be dissolved at the earlier of (even if Advanta Auto Finance Trust Beneficiaries have not been paid in full) (i) all of the Advanta Auto Finance Trust Assets having been distributed pursuant to the Plan and this Advanta Auto Finance Trust Agreement, (ii) the Advanta Auto Finance Trustee determining, in its sole discretion, that the administration of the Advanta Auto Finance Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Advanta Auto Finance Trustee under the Plan and the Advanta Auto Finance Trust Agreement having been made; provided, however, that in no event shall the Advanta Auto Finance Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) months prior to the third anniversary (or at least six (6) months prior to the end of an extension period), determines that a fixed-period extension (not to exceed two (2) extensions, each extension not to exceed eighteen (18) months, and without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Advanta Auto Finance Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Advanta Auto Finance Trust Assets. If at any time the Advanta Auto Finance Trustee determines, in reliance upon such professionals as the Advanta Auto Finance Trustee may retain, that the expense of administering the Advanta Auto Finance Trust, including the making of a final distribution to the Advanta Auto Finance Trust Beneficiaries, is likely to exceed the value of the remaining Advanta Auto Finance Trust Assets, the Advanta Auto Finance Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the Advanta Auto Finance Trust, (ii) donate any balance to a charitable organization or a charitable trust that is not an Affiliate of the Debtor, the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee, or any insider of any of the foregoing, and (iii) dissolve the Advanta Auto Finance Trust. Upon dissolution of the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee shall be discharged from its role as trustee of the Advanta Auto Finance Trust.

(b) The Advanta Auto Finance Trustee shall not unduly prolong the duration of the Advanta Auto Finance Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute Advanta Auto Finance Trust Assets and to effect the

distribution of the Advanta Auto Finance Trust Assets to the Advanta Auto Finance Trust Beneficiaries in accordance with the terms hereof and dissolve the Advanta Auto Finance Trust as soon as practicable. Subject to Section 7.1(a) hereof, prior to or upon dissolution of the Advanta Auto Finance Trust, the Advanta Auto Finance Trust Assets will be distributed to the Advanta Auto Finance Trust Beneficiaries, pursuant to the provisions set forth in Section 3.7 hereof. If any Advanta Auto Finance Trust Assets are not duly claimed, such Advanta Auto Finance Trust Assets will be redistributed *pro rata* to all other Advanta Auto Finance Trust Beneficiaries receiving Advanta Auto Finance Trust Assets pursuant to Section 3.7 hereof.

7.2 Continuance of Trust for Winding Up. After the dissolution of the Advanta Auto Finance Trust and for the purpose of liquidating and winding up the affairs of the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee shall continue to act as such until its duties have been fully performed. Upon dissolution of the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee shall retain for a period of two (2) years the books, records, lists of the Advanta Auto Finance Trust Beneficiaries, the register of Advanta Auto Finance Trust Beneficiaries and certificates and other documents and files which shall have been delivered to or created by the Advanta Auto Finance Trustee that were not already disposed of as provided in Section 3.5 hereof. Subject to the consent of the Trust Advisory Board, at the Advanta Auto Finance Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the Advanta Auto Finance Trust; provided, however, that the Advanta Auto Finance Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation to which either the Debtor or its current or former officer or directors are a party. Except as otherwise specifically provided herein, upon the dissolution of the Advanta Auto Finance Trust, the Advanta Auto Finance Trustee shall have no further duties or obligations hereunder.

ARTICLE VIII

LIMITATIONS ON LIABILITY; INDEMNIFICATION

8.1 Liability of Advanta Auto Finance Trustee; Indemnification. The Advanta Auto Finance Trustee or the individuals comprising the Advanta Auto Finance Trustee, and the Advanta Auto Finance Trustee's employees, officers, directors, agents, representatives, and professionals, as the case may be, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Advanta Auto Finance Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities in respect of that person's or entity's or the Advanta Auto Finance Trustee's actions or inactions regarding the implementation or administration of this Advanta Auto Finance Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of the Advanta Auto Finance Trustee (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be

satisfied solely from the Advanta Auto Finance Trust Assets or any applicable insurance coverage. The Advanta Auto Finance Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals. The Advanta Auto Finance Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals regardless of whether such advice is provided in writing. Notwithstanding the foregoing, the Advanta Auto Finance Trustee shall not be under any obligation to consult with its retained professionals, and its determination not to do so shall not result in the imposition of liability on the Advanta Auto Finance Trustee unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.2 Liability of Trust Advisory Board; Indemnification. Each member of the Trust Advisory Board and each respective member's employees, officers, directors, agents, representatives, and professionals shall be held harmless and shall not be liable for actions taken or omitted in their capacity as such, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such member may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such member in respect of that member's or the Trust Advisory Board's actions or inactions regarding the implementation or administration of this Advanta Auto Finance Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of a member of the Trust Advisory Board (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Advanta Auto Finance Trust Assets or any applicable insurance coverage. The members of the Trust Advisory Board shall be entitled to rely, in good faith, on the advice of the Trust Advisory Board's retained professionals. Notwithstanding the foregoing, the members of the Trust Advisory Board shall not be under any obligation to consult with the Trust Advisory Board's retained professionals, and a determination not to do so shall not result in the imposition of liability on the Trust Advisory Board or its members unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.3 Reliance by Advanta Auto Finance Trustee and Trust Advisory Board. Except as otherwise provided in Section 8.1 or Section 8.2 hereof:

(a) The Advanta Auto Finance Trustee and each member of the Trust Advisory Board may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper, document, spreadsheet, or database reasonably believed by the Advanta Auto Finance Trustee or such member, as applicable, to be genuine and to have been signed or presented by the proper party or parties; and

(b) Except for those liabilities that are determined by Final Order to have arisen out of the intentional fraud, willful misconduct or gross negligence of the Advanta Auto Finance Trustee or a member of the Trust Advisory Board, as applicable, persons dealing with the Advanta Auto Finance Trustee or the Trust Advisory Board shall look only to the Advanta Auto Finance Trust Assets to satisfy any liability incurred by the Advanta Auto Finance Trustee

or the Trust Advisory Board, as applicable, to such person in carrying out the terms of this Advanta Auto Finance Trust Agreement, and neither the Advanta Auto Finance Trustee, the Trust Advisory Board nor any of their designees, partners, affiliates, agents, employees, representatives, attorneys, or professionals shall have any personal obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any material provision of this Advanta Auto Finance Trust Agreement may be amended or waived by the Advanta Auto Finance Trustee with the consent of the Trust Advisory Board and the approval by the Bankruptcy Court. Amendments to immaterial provisions to this Advanta Auto Finance Trust Agreement may be made as necessary, to clarify this Advanta Auto Finance Trust Agreement or enable the Advanta Auto Finance Trustee to effectuate the terms of this Advanta Auto Finance Trust Agreement, by the Advanta Auto Finance Trustee without Bankruptcy Court approval but subject to the consent of the Trust Advisory Board. Notwithstanding this Section 9.1, any amendments to this Advanta Auto Finance Trust Agreement shall not be inconsistent with the purpose and intention of the Advanta Auto Finance Trust to liquidate in an expeditious but orderly manner the Advanta Auto Finance Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Advanta Auto Finance Trust. This Advanta Auto Finance Trust Agreement is intended to create a liquidating 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 trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Advanta Auto Finance Trust Agreement may be amended to comply with such United States federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction. This Advanta Auto Finance Trust Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to provisions, policies, or principles thereof governing conflict or choice of laws.

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

10.4 Notices. Except as otherwise provided herein, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.4):

If to the Advanta Auto Finance Trustee:

[•]
Attn: [•]
[•]
Facsimile: [•]

If to the Debtor:

Weil, Gotshal & Manges LLP
Attn: Robert J. Lemons
767 Fifth Avenue
New York, New York, 10153
Facsimile: 212-310-8007

If to an Advanta Auto Finance Trust Beneficiary:

To the name and address set forth on the registry
maintained by the Advanta Auto Finance Trustee.

If to the Trust Advisory Board:

[•]
Attn: [•]
[•]
Facsimile: [•]

10.5 Headings. The section headings contained in this Advanta Auto Finance Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Advanta Auto Finance Trust Agreement or of any term or provision hereof.

10.6 Relationship to the Plan. The principal purpose of this Advanta Auto Finance Trust Agreement is to aid in the implementation of the Plan and therefore this Advanta Auto Finance Trust Agreement incorporates the provisions of the Plan. If any provisions of this Advanta Auto Finance Trust Agreement are found to conflict with the provisions of the Plan, the provisions of the Plan shall control except for inconsistencies or clarifications in furtherance of the treatment of the Advanta Auto Finance Trust as a liquidating trust for United States federal income tax purposes, in which case the provisions of this Advanta Auto Finance Trust Agreement shall control.

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

DEBTOR:

ADVANTA AUTO FINANCE CORP.

By: _____

Name:

Title:

TRUSTEE:

FTI CONSULTING, INC.

solely as Advanta Auto Finance Trustee

By: _____

Name:

Annex A
Trust Advisory Board

Manewitz/Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, L.P.

Exhibit 1.41

Advanta Finance Trust Agreement

ADVANTA FINANCE TRUST AGREEMENT

This Advanta Finance Trust Agreement (the “Advanta Finance Trust Agreement”), dated as of ___, 2011, is entered into by and among Advanta Finance Corp., a Nevada corporation, as debtor and debtor in possession (collectively, the “Debtor”), and FTI Consulting, Inc., solely in its capacity as liquidating trustee (together with any successor appointed under the terms hereof, the “Advanta Finance Trustee”),¹ and is executed in connection with the Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, dated November 2, 2010 (as the same may have been amended, modified or supplemented from time to time, the “Plan”), which was confirmed by the United States Bankruptcy Court on ___, 2011, and which provides for the establishment of a liquidating trust evidenced hereby (the “Advanta Finance Trust”). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to such terms in the Plan.

W I T N E S S E T H

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

WHEREAS, the Advanta Finance Trust is created on behalf of, and for the sole benefit of, the Advanta Finance Trust Beneficiaries;

WHEREAS, the Plan provides for the creation of a liquidating trust that will (i) receive from the Debtor all of the Advanta Finance Trust Assets, (ii) hold the Advanta Finance Trust Assets in trust for the benefit of the Advanta Finance Trust Beneficiaries as provided in the Plan and herein and (iii) oversee and direct the liquidation of the Advanta Finance Trust Assets held by it for the benefit of the Advanta Finance Trust Beneficiaries pursuant to the terms of the Plan and this Advanta Finance Trust Agreement;

WHEREAS, the Advanta Finance Trust is established hereunder for the sole purpose of liquidating and distributing its assets, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the Advanta Finance Trust is intended to qualify as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and, as such, as a “grantor trust” for United States federal income tax purposes, with the Advanta Finance Trust Beneficiaries treated as the grantors and owners of the Advanta Finance Trust;

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

¹ There may also be a resident Delaware trustee for the purposes of 12 §3807 of the Delaware Code.

ARTICLE I

ESTABLISHMENT OF THE ADVANTA FINANCE TRUST

1.1 Establishment and Declaration of Trust.

(a) Name. This Trust shall be known as the “Advanta Finance Trust” in which name the Advanta Finance Trustee may conduct the affairs of the Advanta Finance Trust.

(b) Declaration of Trust. Pursuant to the Plan, the Debtor and the Advanta Finance Trustee hereby establish the Advanta Finance Trust on behalf of and for the benefit of the Advanta Finance Trust Beneficiaries and, on the Effective Date, the Debtor hereby irrevocably and absolutely transfer, assign, convey and deliver to the Advanta Finance Trustee for the benefit of the Advanta Finance Trust Beneficiaries all of their right, title and interest (whether legal, beneficial, or otherwise) in and to the Advanta Finance Trust Assets free and clear of any lien, claim, encumbrance, or interest in such property of any other person or entity (except as provided herein) in trust to and for the benefit of the Advanta Finance Trust Beneficiaries for the uses and purposes stated herein and in the Plan. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. In connection with the transfer of the Advanta Finance Trust Assets to the Advanta Finance Trust, all rights and Causes of Action and all Books and Privileges relating to such Advanta Finance Trust Assets shall be transferred to the Advanta Finance Trust and shall vest in the Advanta Finance Trustee solely in its capacity as such. Effective as of the date hereof, the Advanta Finance Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Advanta Finance Trust. The Advanta Finance Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the Advanta Finance Trust.

(c) Appointment of Advanta Finance Trustee. The Advanta Finance Trustee is hereby appointed as trustee of the Advanta Finance Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

(d) Acceptance of Trust. The Advanta Finance Trustee agrees to accept and hold the Advanta Finance Trust Assets in trust for the Advanta Finance Trust Beneficiaries, subject to the terms of this Advanta Finance Trust Agreement and the Plan.

1.2 Title to Advanta Finance Trust Assets.

(a) Except as otherwise provided by the Plan or this Advanta Finance Trust Agreement, upon the Effective Date, title to the Advanta Finance Trust Assets shall pass to the Advanta Finance Trust free and clear of all Claims and equity interests in accordance with section 1141 of the Bankruptcy Code.

(b) Upon the transfer to the Advanta Finance Trust of the Advanta Finance Trust Assets, the Advanta Finance Trustee shall succeed to all of the Debtor's right, title and interest in and to the Advanta Finance Trust Assets, and the Debtor will have no further interest or rights in or with respect to the Advanta Finance Trust Assets.

(c) For all United States federal income tax purposes, all parties (including, without limitation, the Debtor, the Advanta Finance Trustee and the Advanta Finance Trust Beneficiaries) shall treat the transfer by the Debtor of the Advanta Finance Trust Assets to the Advanta Finance Trust as (i) a transfer of the Advanta Finance Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed Claims and Equity Interests receiving Advanta Finance Trust Beneficial Interests relating thereto and, to the extent the Advanta Finance Trust Assets are allocable to Unresolved Claims, to the Unresolved Claims Reserve, followed by (ii) the transfer by such beneficiaries to the Advanta Finance Trust of the Advanta Finance Trust Assets (other than the Advanta Finance Trust Assets allocable to the Unresolved Claims Reserve) in exchange for Advanta Finance Trust Beneficial Interests. Accordingly, the Advanta Finance Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Advanta Finance Trust Assets (other than such Advanta Finance Trust Assets as are allocable to the Unresolved Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(d) With respect to all Advanta Finance Trust Assets, the Advanta Finance Trustee will directly and indirectly be the representative of the Debtor's Estate, as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, and will have the rights and powers provided for in the Bankruptcy Code, including section 1107 thereof, in addition to any rights and powers granted in this Advanta Finance Trust Agreement and in the Plan. The Advanta Finance Trustee will be the successor-in-interest to the Debtor with respect to any action that was or could have been commenced by the Debtor prior to the Effective Date that is related to an Advanta Finance Trust Asset and shall be deemed substituted for the same as the party in such litigation. The Advanta Finance Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its Estate may hold against any person or entity, that constitute Advanta Finance Trust Assets. All actions, claims, rights, or interests constituting Advanta Finance Trust Assets are preserved and retained and may be enforced by the Advanta Finance Trustee as the representative of the Debtor's Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Advanta Finance Trustee will be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan (insofar as it affects the Advanta Finance Trust or the Advanta Finance Trust Assets).

1.3 Valuation of Advanta Finance Trust Assets. As soon as practicable after the Effective Date, the Advanta Finance Trustee, in reliance upon such professionals as the Advanta Finance Trustee may retain in accordance herewith, shall make a good-faith valuation of the Advanta Finance Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtor, the Advanta Finance Trustee and the Advanta Finance Trust Beneficiaries) for all United States federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Advanta Finance Trust Assets.

ARTICLE II

ADVANTA FINANCE TRUST BENEFICIARIES

2.1 Rights of the Advanta Finance Trust Beneficiaries. Each Advanta Finance Trust Beneficiary shall take and hold its Advanta Finance Trust Beneficial Interest subject to all of the terms and provisions of this Advanta Finance Trust Agreement and the Plan, including payment of any Allowed Claims payable pursuant to Article II and Article IV of the Plan. The interest of an Advanta Finance Trust Beneficiary is in all respects personal property, and upon the death, insolvency or incapacity of an Advanta Finance Trust Beneficiary, as applicable, such Advanta Finance Trust Beneficiary's interest shall pass to the legal representative or other successor, as applicable, of such Advanta Finance Trust Beneficiary, and such death, insolvency or incapacity shall not terminate or affect the validity of this Advanta Finance Trust Agreement. An Advanta Finance Trust Beneficiary shall have no title to, right to, possession of, management of, or control of, the Advanta Finance Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Advanta Finance Trust Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Advanta Finance Trust Assets, but the whole title to all the Advanta Finance Trust Assets shall be vested in the Advanta Finance Trustee and the sole interest of the Advanta Finance Trust Beneficiaries shall be the rights and benefits given to such persons under this Advanta Finance Trust Agreement.

2.2 No Legal Title in Advanta Finance Trust Beneficiaries. No Advanta Finance Trust Beneficiary shall have legal title to any part of the Advanta Finance Trust Assets. No transfer by operation of law or otherwise, of the right, title and interest of any Advanta Finance Trust Beneficiary in and to the Advanta Finance Trust Assets or hereunder shall operate to terminate this Advanta Finance Trust or entitle any successor or transferee of such Advanta Finance Trust Beneficiary to an accounting or to the transfer to it of legal title to any part of the Advanta Finance Trust Assets.

2.3 Identification of Advanta Finance Trust Beneficiaries. The record holders of interests in the Advanta Finance Trust shall be recorded and set forth in a register maintained by the Advanta Finance Trustee expressly for such purpose. Except as otherwise required by law, references in this Advanta Finance Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the official register maintained by the Advanta Finance Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the Advanta Finance Trustee may establish a record date, which the Advanta Finance Trustee deems practicable for determining the holders for a particular purpose. Any distributions to the Advanta Finance Trust Beneficiaries shall be accomplished as set forth in the Plan and herein.

2.4 Transfers. The Advanta Finance Trust Beneficial Interests shall not be certificated, shall only be issued in book-entry form, and shall not be transferable or assignable except by will, intestate succession or operation of law.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the Advanta Finance Trust. The Advanta Finance Trust is established for the sole purpose of liquidating and distributing the Advanta Finance Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

3.2 Authority of Advanta Finance Trustee.

(a) In connection with the administration of the Advanta Finance Trust and the Plan, except as set forth in this Advanta Finance Trust Agreement, the Advanta Finance Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Advanta Finance Trust and to carry out its responsibilities under the Plan. Without limiting the foregoing, and subject to Section 3.4 hereof, the Advanta Finance Trustee shall, among other things, have the rights, powers and duties:

(i) to hold, manage, dispose of, sell, convert to Cash and distribute the Advanta Finance Trust Assets, including investigating, prosecuting and resolving the Causes of Action belonging to the Advanta Finance Trust;

(ii) to hold the Advanta Finance Trust Assets for the benefit of the Advanta Finance Trust Beneficiaries that are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;

(iii) in the Advanta Finance Trustee's reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon the Advanta Finance Trust Assets, including rights, Causes of Action or litigation of the Advanta Finance Trust;

(iv) to monitor and enforce the implementation of the Plan;

(v) to file all tax and regulatory forms, returns, reports and other documents and financial information required with respect to the Advanta Finance Trust;

(vi) in the Advanta Finance Trustee's reasonable business judgment, to reconcile and object to Claims against the Debtor or the Advanta Finance Trust, and manage, control, prosecute and/or settle on behalf of the Advanta Finance Trust objections to Claims on account of which the Advanta Finance Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan;

(vii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the Debtor and implement the Plan;

(viii) to hold, manage, and distribute Cash or non-Cash Advanta Finance Trust Assets obtained through the exercise of the Advanta Finance Trustee's power and authority;

(ix) to act as a signatory to the Debtor for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of such Debtor's assets;

(x) to dispose of the books and records transferred to the Advanta Finance Trustee in a manner deemed appropriate by the Advanta Finance Trustee; provided, however, that the Advanta Finance Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court;

(xi) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case;

(xii) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the Advanta Finance Trust and execute any documents or pleadings related to the liquidation of the Advanta Finance Trust Assets or other matters related to the Advanta Finance Trust;

(xiii) to establish and maintain bank accounts and terminate such accounts as the Advanta Finance Trustee deems appropriate;

(xiv) to set off amounts owed to the Debtor against distributions to Advanta Finance Trust Beneficiaries;

(xv) to bring suits or defend itself against such suits, if any, as the Advanta Finance Trustee determines in connection with any matter arising from or related to the Plan or this Advanta Finance Trust Agreement that affects in any way the rights or obligations of the Advanta Finance Trust, the Advanta Finance Trustee or the Advanta Finance Trust Beneficiaries;

(xvi) obtain and maintain insurance coverage with respect to the liabilities and obligations of the Advanta Finance Trustee and the Trust Advisory Board and its members in accordance with Section 4.5 of this Advanta Finance Trust Agreement;

(xvii) to take all actions necessary and appropriate to minimize any adverse state or federal tax consequences to the Advanta Finance Trust Beneficiaries provided such actions do not result in an adverse tax consequence to the Advanta Finance Trust and are consistent with and are not contrary to the treatment of the Advanta Finance Trust as a "grantor trust" for United States federal income tax purposes; and

(xviii) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and this Advanta Finance Trust Agreement.

Notwithstanding the foregoing, neither the Advanta Finance Trustee nor any other person that is an Affiliate of the Advanta Finance Trust or the Debtor shall take any action to facilitate or encourage any trading in Advanta Finance Trust Beneficial Interests or in any instrument tied to the value of such interests.

(b) The Advanta Finance Trustee may retain and compensate attorneys and other professionals to assist in its duties as the trustee of the Advanta Finance Trust on such terms (including on a contingency or hourly basis) as the Advanta Finance Trustee deems appropriate without Bankruptcy Court approval; provided, however, that such compensation may not exceed the amount reflected in the Budget (as defined below) by more than 15% for each professional, unless approved by the Trust Advisory Board (as defined below) or further order of the Bankruptcy Court.

(c) In all circumstances, the Advanta Finance Trustee shall act in the best interests of all of the Advanta Finance Trust Beneficiaries and in furtherance of the purpose of the Advanta Finance Trust.

3.3 Establishment of Trust Advisory Board.

(a) The “Trust Advisory Board” means the board to be appointed in accordance with, and to exercise the duties set forth in, this Advanta Finance Trust Agreement. The Trust Advisory Board shall be comprised of three (3) members, with the initial members of the Trust Advisory Board to be selected by the Debtor (with the consent of the Creditors’ Committee) and any subsequent members to be appointed in accordance with the terms of this Advanta Finance Trust Agreement. Two members of the Trust Advisory Board shall be holders of a Beneficial Interest in any of the Trusts, or a designee of such holder, and the other member of the Trust Advisory Board (the “Independent TAB Member”) shall not hold a Beneficial Interest in any of the Trusts, or be a designee of any holder. All of the members of the Trust Advisory Board shall not be or have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The initial members of the Trust Advisory Board are set forth on Annex A hereto. The members of the Trust Advisory Board may also be members of any trust advisory board that is established for any of the other Trusts.

(b) Each member of the Trust Advisory Board shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Trust Advisory Board, and (ii) an alternate representative to attend meetings and participate in other activities of the Trust Advisory Board when the representatives designated pursuant to clause (i) above are unavailable. For the avoidance of doubt, such representatives shall only be recognized for so long as the member of the Trust Advisory Board who made such designation continues to be a member of the Trust Advisory Board.

(c) Notwithstanding anything in this Section 3.3 or Section 3.4, the Trust Advisory Board shall not take any action that will cause the Advanta Finance Trust to fail to qualify as a “liquidating trust” for United States federal income tax purposes.

(d) A quorum for meetings of the Trust Advisory Board shall consist of a majority of the non-recused members of the Trust Advisory Board then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a member of the Trust Advisory Board shall be deemed present if a representative of the member is attending in person, by telephone or by proxy, unless such representative is attending solely to protest the meeting in question.

(e) Except as expressly provided herein, the affirmative vote of a majority of the members of the Trust Advisory Board shall be the act of the Trust Advisory Board with respect to any matter that requires the determination, consent, approval or agreement of such board; provided, however, that where one or more members of the Trust Advisory Board are recused, the unanimous vote of the non-recused members of the Trust Advisory Board shall be required. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting. In all matters submitted to a vote of the Trust Advisory Board, each Trust Advisory Board member shall be entitled to cast one vote, which vote shall be cast personally by such Trust Advisory Board member or by proxy. In a matter in which the Advanta Finance Trustee cannot obtain direction or authority from the Trust Advisory Board, the Advanta Finance Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A Trust Advisory Board member and its representative shall be recused from the Trust Advisory Board's deliberations and votes on any matters as to which such member has a conflicting interest. For the avoidance of doubt, a Trust Advisory Board Member shall not be automatically deemed to have a conflicting interest solely because such Trust Advisory Board Member is the holder of a Beneficial Interest in any of the Trusts. If a Trust Advisory Board member or its representative does not recuse itself from any such matter, that Trust Advisory Board member and its representative may be recused from such matter by the unanimous vote of the remaining members of the Trust Advisory Board that are not recused or are required to be recused from the matter.

(g) Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of those Trust Advisory Board members not recused or required to be recused as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

(h) The authority of the members of the Trust Advisory Board shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Advanta Finance Trust is dissolved in accordance with Section 7.1 hereof. The service of the members of the Trust Advisory Board shall be subject to the following:

(i) each member of the Trust Advisory Board shall serve until the earlier of (I) such member's death or resignation pursuant to clause (ii) below, (II)

such member's (or if such member is a designee of a holder of a Beneficial Interest, such holder's) Allowed Claims being paid in full, including any postpetition interest to which such holder may be entitled (if applicable), or (III) such member's removal pursuant to clause (iv) below;

(ii) a member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board and the Advanta Finance Trustee. Such resignation shall be effective when a successor is appointed as provided herein;

(iii) if applicable, a member of the Trust Advisory Board shall promptly notify the other members of the Trust Advisory Board and the Advanta Finance Trustee of the payment in full of its Allowed Claims or, if the member is a designee of a holder of such Allowed Claims, of the payment in full of such holder's Allowed Claims; provided, however, that such member shall continue to serve on the Trust Advisory Board until a successor is appointed as provided herein;

(iv) the members of the Trust Advisory Board may be removed by the unanimous vote of the other members of the Trust Advisory Board only for (I) fraud or willful misconduct in connection with the affairs of the Advanta Finance Trust, or (II) cause, which shall include a breach of a fiduciary duty, and shall not be subject to removal without cause;

(v) in the event of a vacancy in a member's position on the Trust Advisory Board due to resignation or payment in full of his or her Allowed Claims (or, if a member is a designee of a holder of Allowed Claims, such holder's Allowed Claims), a new member shall be appointed as soon as practicable by the vote of the Trust Advisory Board (including the member being replaced). In the event of a vacancy in a member's position on the Trust Advisory Board due to removal or death, a new member shall be appointed as soon as practicable by the unanimous vote of the remaining members of the Trust Advisory Board. In each case, the new member shall be either a holder of a Beneficial Interest in any of the Trusts (or a designee of such holder) or the Independent TAB Member, depending upon whether the Member being replaced was a holder of a Beneficial Interest or the Independent TAB Member. Further, any new member may not have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address and telephone number of the successor member of the Trust Advisory Board; and

(vi) immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority and privileges of the predecessor member of the Trust Advisory Board hereunder shall be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board shall not be

liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

(i) Any member of the Trust Advisory Board may be reimbursed by the Advanta Finance Trustee for its actual, reasonable out-of-pocket expenses incurred for serving on such board including, without limitation, reasonable legal fees and costs incurred by each member of the Trust Advisory Board with respect to outside counsel (for the avoidance of doubt, including such fees and expenses incurred prior to the Effective Date in connection with the establishment of the Advanta Finance Trust and the Trust Advisory Board) in the same manner and priority as the compensation and expenses of the Advanta Finance Trustee under this Trust Agreement, in accordance with the Budget (as defined herein). Except as provided for in this Section 3.3, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation; provided, however, that the Independent TAB Member shall be entitled to receive such compensation (if any) as provided for in the Budget. The initial Budget shall include an appropriate reserve for the fees and expenses of the Trust Advisory Board.

3.4 Limitations on Advanta Finance Trustee's Authority and the Trust Advisory Board's Authority.

(a) Notwithstanding anything herein to the contrary, the Advanta Finance Trustee shall not and shall not be authorized to engage in any trade or business and shall take (i) such actions consistent with the orderly liquidation of the Advanta Finance Trust Assets as are required by applicable law, the Plan and the Confirmation Order and (ii) such actions permitted hereunder; provided, however, that, the Advanta Finance Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the Advanta Finance Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

(b) The Advanta Finance Trustee shall prepare and submit to the Trust Advisory Board for approval an annual plan and budget at least thirty (30) days prior to the commencement of each fiscal year of the Advanta Finance Trust; provided, however, that the first such report shall be submitted no later than forty-five (45) days after the Effective Date. Each fiscal year of the Advanta Finance Trust shall end on December 31st and commence on January 1st. The Trust Advisory Board shall review and approve (with such revisions as the Trust Advisory Board requires) the annual plan and budget within thirty (30) days of the date on which such annual plan and budget is submitted to the Trust Advisory Board for approval. Prior to the submission and approval of the initial plan and budget, the Advanta Finance Trustee shall be permitted to pay the reasonable, documented fees, costs and expenses of the Advanta Finance Trust and the Advanta Finance Trustee. The annual plan and budget shall set forth in reasonable detail: (i) the Advanta Finance Trustee's anticipated actions to administer and liquidate the Advanta Finance Trust Assets; and (ii) the reasonably anticipated expenses (including the expenses of any attorneys and other professionals engaged by the Advanta Finance Trustee to assist in its duties) associated with conducting the affairs of the Advanta Finance Trust. Any such annual plan and budget as approved by the Trust Advisory Board is referred to herein as the "Budget". The Advanta Finance Trustee may seek approval of amendments to the Budget from time-to-time by making a request to the Trust Advisory Board and the Trust Advisory Board shall, within thirty (30) days of receiving such request, approve or reject such amendments by

notice to the Advanta Finance Trustee. All actions by the Advanta Finance Trustee must be consistent with the then current Budget, provided that the Advanta Finance Trustee may take action outside the Budget as provided in Section 3.4(c).

(c) Notwithstanding anything herein to the contrary, the Advanta Finance Trustee shall submit to the Trust Advisory Board for its review and prior written approval the following matters:

(i) any decision to compromise, settle, or otherwise resolve any Unresolved Claims, other than with respect to Administrative Expense Claims relating to compensation of professionals, that would result in an Allowed Claim in an amount in excess of \$1,000,000, and any decision to compromise, settle, or otherwise resolve any affirmative claims of the Advanta Finance Trust (whether or not asserted) in excess of \$1,000,000;

(ii) subject to Section 3.2(b), incurrence of any cost or expense of the Advanta Finance Trust that is either not reflected in the Budget or exceeds the particular line item in the Budget by more than 15%; provided, however, that approval of the Trust Advisory Board shall not be required in the case of any cost or expense authorized by further order of the Bankruptcy Court; and

(iii) Any amendment of this Advanta Finance Trust Agreement as provided in Section 9.1 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, in determining whether to provide or decline its consent and in connection with any actions to be taken by the Trust Advisory Board hereunder, the Trust Advisory Board shall always act in furtherance of the purposes of the Advanta Finance Trust and the treatment of the Advanta Finance Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d).

3.5 Books and Records. The Advanta Finance Trustee shall maintain in respect of the Advanta Finance Trust and the Advanta Finance Trust Beneficiaries books and records relating to the Advanta Finance Trust Assets and income of the Advanta Finance Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Advanta Finance Trust in such detail and for such period of time as may be necessary to enable him to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Advanta Finance Trust. Except as expressly provided herein, nothing in this Advanta Finance Trust Agreement requires the Advanta Finance Trustee to file any accounting or seek approval of any court with respect to the administration of the Advanta Finance Trust or as a condition for managing any payment or distribution out of the Advanta Finance Trust Assets. The Advanta Finance Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court.

3.6 Additional Powers. Except as otherwise set forth in this Advanta Finance Trust Agreement or in the Plan, and subject to the continuation of the treatment of the Advanta Finance Trust as a liquidating trust for United States federal income tax purposes and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the Advanta Finance Trustee may control and exercise authority over the Advanta Finance Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the Advanta Finance Trust shall be obligated to inquire into the authority of the Advanta Finance Trustee in connection with the protection, conservation, liquidation, or disposition of the Advanta Finance Trust Assets.

3.7 Distributions.

(a) The Advanta Finance Trustee shall make the Initial Distribution as soon as practicable after the Effective Date and use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date. The Advanta Finance Trustee shall make at least one distribution in each year, one of which shall be made on or about December 31st of such year, to the holders of the Advanta Finance Trust Beneficial Interests of all Cash on hand in accordance with the terms hereof and the priorities that are set forth in the Plan (including any Cash received from the Debtor on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.4(j) of the Plan) except such amounts (i) as are retained by the Advanta Finance Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Advanta Finance Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated fees and expenses (including any taxes imposed on the Advanta Finance Trust or in respect of the Advanta Finance Trust Assets) of the Advanta Finance Trust, the Advanta Finance Trustee and the members of the Trust Advisory Board, and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the Advanta Finance Trust or imposed on the Advanta Finance Trust in accordance with the Plan or this Advanta Finance Trust Agreement.

(b) All distributions made by the Advanta Finance Trustee to holders pursuant to this Section 3.7 shall be payable to the holders of record listed on the claims register as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the Advanta Finance Trustee shall distribute such Cash by wire, check, or such other form as the Advanta Finance Trustee deems appropriate under the circumstances. For the avoidance of doubt, pursuant to the Plan, the Advanta Finance Trustee is entitled to recognize and deal with only those holders of record as of the Distribution Record Date, (i) unless an Advanta Finance Trust Beneficiary's interest shall have passed to a legal representative or other successor as described in Section 2.1 of this Advanta Finance Trust Agreement, or (ii) a holder's claim was filed after the Distribution Record Date as provided for in the Plan.

3.8 Tax Reporting Duties of the Advanta Finance Trustee.

(a) In addition to the reporting duties of the Advanta Finance Trustee under ARTICLE VI hereof, the Advanta Finance Trustee shall file returns (including United States federal returns) for the Advanta Finance Trust treating the Advanta Finance Trust as a grantor

trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with Section 1.2(c), this Section 3.8 and Section 5.4 of the Plan. Annually (but no later than sixty (60) days following the end of each calendar year), the Advanta Finance Trustee shall send to each holder of an Advanta Finance Trust Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The Advanta Finance Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the Advanta Finance Trust that are required by any governmental unit.

(b) In furtherance of the provisions of Section 3.8(a) hereof, allocations of the Advanta Finance Trust's taxable income among the Advanta Finance Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined in good faith by the Advanta Finance Trustee by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Advanta Finance Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Unresolved Claims Reserve) to the holders of the Advanta Finance Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Advanta Finance Trust. Similarly, taxable loss of the Advanta Finance Trust shall be allocated in good faith by the Advanta Finance Trustee by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Advanta Finance Trust Assets. The tax book value of the Advanta Finance Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements, as determined in good faith by the Advanta Finance Trustee.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the Advanta Finance Trustee of a private letter ruling if the Advanta Finance Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Advanta Finance Trustee), the Advanta Finance Trustee shall (i) timely elect to treat any Advanta Finance Trust Assets allocable to the Unresolved Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Advanta Finance Trustee, the Debtor and the Advanta Finance Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(d) The Advanta Finance Trustee shall be responsible for payment, out of the Advanta Finance Trust Assets, of any taxes imposed on the trust or its assets, including the Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the Unresolved Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Unresolved Claims, such taxes shall be (i) reimbursed from any subsequent Cash

amounts retained on account of Unresolved Claims, or (ii) to the extent such Unresolved Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Advanta Finance Trustee as a result of the resolution of such Unresolved Claims.

(e) The Advanta Finance Trustee may request an expedited determination of taxes of the Advanta Finance Trust, including the Unresolved Claims Reserve, or the Debtor under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Advanta Finance Trust or the Debtor for all taxable periods through the dissolution of the Advanta Finance Trust.

(f) The Advanta Finance Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of the Advanta Finance Trust Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the Advanta Finance Trust Beneficial Interests for all purposes of this Advanta Finance Trust Agreement. The Advanta Finance Trustee shall be authorized to collect such tax information from the holders of the Advanta Finance Trust Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this Advanta Finance Trust Agreement. In order to receive distributions under the Plan, all holders of the Advanta Finance Trust Beneficial Interests will need to identify themselves to the Advanta Finance Trustee and provide tax information and the specifics of their holdings, to the extent the Advanta Finance Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable, for each holder). The Advanta Finance Trustee may refuse to make a distribution to any holder of an Advanta Finance Trust Beneficial Interest that fails to furnish such information until such information is delivered; provided, however, that, upon the delivery of such information by a holder of an Advanta Finance Trust Beneficial Interest, the Advanta Finance Trustee shall make such distribution to which the holder of the Advanta Finance Trust Beneficial Interest is entitled, without interest; and, provided further that, if the holder fails to comply with such a request within one-year, such distribution shall be deemed an unclaimed distribution, and, provided further that, if the Advanta Finance Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Advanta Finance Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Advanta Finance Trustee for such liability.

3.9 Tax Powers.

(a) For all taxable periods ending on or prior to the Effective Date, the Advanta Finance Trustee shall have full and exclusive authority in respect of all taxes of the Debtor to the same extent as if the Advanta Finance Trustee was the debtor in possession.

(b) Following the Effective Date, the Advanta Finance Trustee shall prepare and file (or cause to be prepared and filed) on behalf of the Debtor, all tax returns, reports, certificates, forms or similar statements or documents (collectively, "Tax Returns") required to be filed or that the Advanta Finance Trustee otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds.

(c) In furtherance thereof, the Debtor shall execute, on or prior to the Effective Date, a power of attorney authorizing the Advanta Finance Trustee to take actions consistent with Section 3.9(a) and (b) to the same extent as if the Advanta Finance Trustee were the Debtor.

(d) Following the Effective Date, the Advanta Finance Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes (i) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending on or prior to the Effective Date, and (ii) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending after the Effective Date; provided, however, that the Advanta Finance Trustee shall only have whatever rights the Debtor has pursuant to the FDIC Settlement Agreement and the Advanta Finance Trustee shall be contractually bound to all restrictions in the FDIC Settlement Agreement with respect to tax filings.

(e) The Advanta Finance Trustee and each Debtor shall reasonably cooperate with each other and with each “Liquidating Trustee” and “Debtor” (within the meaning of the Plan), and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns (including amended Tax Returns and claims for refunds) and in resolving all disputes and audits with respect to all taxable periods relating to the “Debtors” (within the meaning of the Plan). Any information obtained under this Section 3.9(e) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refunds or in conducting an audit or other proceeding. Pursuant to Section 3.9(e) of the Plan, at the reasonable request of any Advanta Finance Trustee, Reorganized Advanta or ASC shall file any claim for refund (including through an amended Tax Return) under its authority under Section 3.9(a) with respect to any taxable period ending on or prior to the Effective Date that naturally follows from any Tax Returns previously filed or the resolution of any dispute or audit.

(f) See Section 5.4(h) of the Plan with respect to non-Debtor Affiliates of the Debtor.

3.10 Compliance with Laws. Any and all distributions of Advanta Finance Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

3.11 Confidentiality. Each member of the Trust Advisory Board shall at all times 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 Advanta Finance Trust Assets relate or of which such member has become aware in its capacity as a member of the Trust Advisory Board, except as otherwise required by law.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The Advanta Finance Trustee will initially be FTI Consulting, Inc. The Advanta Finance Trustee shall serve as trustee until its successor shall have been appointed

in accordance with ARTICLE VI or until resignation, death or removal. The Advanta Finance Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Advanta Finance Trust and not otherwise.

4.2 Responsibilities of Advanta Finance Trustee. The Advanta Finance Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Advanta Finance Trust Assets, make timely distributions and not unduly prolong the duration of the Advanta Finance Trust. In so doing, the Advanta Finance Trustee will exercise its reasonable business judgment in liquidating the Advanta Finance Trust Assets. The liquidation of the Advanta Finance Trust Assets may be accomplished, in the Advanta Finance Trustee's discretion, through the sale of Advanta Finance Trust Assets (in whole or in part). In connection therewith, the Advanta Finance Trustee will have the power to object to Claims under the Plan and prosecute for the benefit of the Advanta Finance Trust all claims, rights and Causes of Action transferred to the Advanta Finance Trust, whether such suits are brought in the name of the Advanta Finance Trust, the Debtor, or otherwise for the benefit of the Advanta Finance Trust Beneficiaries. Any and all proceeds generated from such Advanta Finance Trust Assets shall be held by the Advanta Finance Trust. Except as expressly set forth herein, the Advanta Finance Trustee shall have the discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as the Advanta Finance Trustee determines are in the best interests of the Advanta Finance Trust Beneficiaries and consistent with the purposes of the Advanta Finance Trust and shall have no liability for the outcome of its decision. Subject to Section 3.4(b), the Advanta Finance Trustee may incur any reasonable and necessary expenses in liquidating, distributing and protecting the Advanta Finance Trust Assets.

4.3 Cash. The Advanta Finance Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

4.4 Expense Reimbursement and Compensation.

(a) The costs and expenses of the Advanta Finance Trust, including the fees and expenses of the Advanta Finance Trustee and the Advanta Finance Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserve, shall be paid out of the Advanta Finance Trust Assets; provided, however, that such fees and expenses may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court. Fees and expenses incurred in connection with the prosecution and settlement of any Claims or the objection to any Claims shall be considered costs and expenses of the Advanta Finance Trust.

(b) The Advanta Finance Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles; provided, however, that such compensation may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court.

4.5 Insurance. The Advanta Finance Trust shall be authorized to establish and maintain at the expense of the Advanta Finance Trust customary insurance coverage for the protection of the Advanta Finance Trustee, the members of the Trust Advisory Board, the employees, officers, directors, agents, representatives, counsel or advisors of the Advanta Finance Trustee or any member of the Trust Advisory Board, any Person serving as officers or directors of Reorganized Advanta after the Effective Date and any Persons who are serving as trustee, administrator or overseer of the Trusts on and after the Effective Date, as the Advanta Finance Trustee determines to be reasonably appropriate in consultation with the Trust Advisory Board whether or not the Advanta Finance Trust would have the legal power to directly indemnify any of the foregoing against the liabilities covered by such insurance. The Advanta Finance Trustee also may obtain such insurance coverage as it determines is reasonably necessary and appropriate with respect to real and personal property which is or may become Advanta Finance Trust Assets, if any.

4.6 Preservation of Privilege and Defenses. In connection with the rights, claims and Causes of Action that constitute Advanta Finance Trust Assets, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Advanta Finance Trust shall vest in the Advanta Finance Trustee (in its capacity as such).

4.7 Confidentiality. The Advanta Finance Trustee shall at all times 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 Advanta Finance Trust Assets relate or of which the Advanta Finance Trustee has become aware in its capacity as Advanta Finance Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The Advanta Finance Trustee may be removed for cause by the unanimous vote of the members of the Trust Advisory Board. Such removal shall become effective on the date action is taken.

5.2 Resignation. The Advanta Finance Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Trust Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, or (b) the appointment of a successor Advanta Finance Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor Advanta Finance Trustee by the Bankruptcy Court. If a successor Advanta Finance Trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Advanta Finance Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor Advanta Finance Trustee. In the event of the death (in the case of an Advanta Finance Trustee that is a natural person), dissolution (in the case of an Advanta Finance Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof,

incompetency, or removal of the Advanta Finance Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor Advanta Finance Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor Advanta Finance Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring Advanta Finance Trustee an instrument accepting the appointment under this Advanta Finance Trust Agreement and agreeing to be bound thereto, and thereupon the successor Advanta Finance Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring Advanta Finance Trustee pursuant to this Advanta Finance Trust Agreement and the Plan; provided, however, that a removed or resigning Advanta Finance Trustee shall, nevertheless, when requested in writing by the successor Advanta Finance Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor Advanta Finance Trustee under the Advanta Finance Trust all the estates, properties, rights, powers and privileges of such predecessor Advanta Finance Trustee.

ARTICLE VI

REPORTS TO ADVANTA FINANCE TRUST BENEFICIARIES

6.1 Annual and Final Reports. As soon as practicable after the end of each calendar year, and as soon as practicable upon termination of the Advanta Finance Trust, the Advanta Finance Trustee shall make available to each Advanta Finance Trust Beneficiary appearing on its records as of the end of such period or such date of termination, and whose Allowed Claim has not been paid in full, a written report including: (a) financial statements prepared in accordance with United States generally accepted accounting principles of the Advanta Finance Trust for such period; (b) a description of any action taken by the Advanta Finance Trustee in the performance of its duties that materially affects the Advanta Finance Trust and of which notice has not previously been given to the Advanta Finance Trust Beneficiaries; and (c) a description of the progress of converting Advanta Finance Trust Assets to Cash and making distributions to the Advanta Finance Trust Beneficiaries and any other material information relating to the Advanta Finance Trust Assets and the administration of the Advanta Finance Trust. The Advanta Finance Trustee shall also prepare and make available such additional reports regarding the Advanta Finance Trust as are reasonably requested by the Trust Advisory Board from time to time.

ARTICLE VII

DISSOLUTION OF ADVANTA FINANCE TRUST

7.1 Dissolution of Advanta Finance Trust.

(a) The Advanta Finance Trust shall be dissolved at the earlier of (even if Advanta Finance Trust Beneficiaries have not been paid in full) (i) all of the Advanta Finance Trust Assets having been distributed pursuant to the Plan and this Advanta Finance Trust Agreement, (ii) the Advanta Finance Trustee determining, in its sole discretion, that the administration of the Advanta Finance Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Advanta

Finance Trustee under the Plan and the Advanta Finance Trust Agreement having been made; provided, however, that in no event shall the Advanta Finance Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) months prior to the third anniversary (or at least six (6) months prior to the end of an extension period), determines that a fixed-period extension (not to exceed two (2) extensions, each extension not to exceed eighteen (18) months, and without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Advanta Finance Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Advanta Finance Trust Assets. If at any time the Advanta Finance Trustee determines, in reliance upon such professionals as the Advanta Finance Trustee may retain, that the expense of administering the Advanta Finance Trust, including the making of a final distribution to the Advanta Finance Trust Beneficiaries, is likely to exceed the value of the remaining Advanta Finance Trust Assets, the Advanta Finance Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the Advanta Finance Trust, (ii) donate any balance to a charitable organization or a charitable trust that is not an Affiliate of the Debtor, the Advanta Finance Trust, the Advanta Finance Trustee, or any insider of any of the foregoing, and (iii) dissolve the Advanta Finance Trust. Upon dissolution of the Advanta Finance Trust, the Advanta Finance Trustee shall be discharged from its role as trustee of the Advanta Finance Trust.

(b) The Advanta Finance Trustee shall not unduly prolong the duration of the Advanta Finance Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute Advanta Finance Trust Assets and to effect the distribution of the Advanta Finance Trust Assets to the Advanta Finance Trust Beneficiaries in accordance with the terms hereof and dissolve the Advanta Finance Trust as soon as practicable. Subject to Section 7.1(a) hereof, prior to or upon dissolution of the Advanta Finance Trust, the Advanta Finance Trust Assets will be distributed to the Advanta Finance Trust Beneficiaries, pursuant to the provisions set forth in Section 3.7 hereof. If any Advanta Finance Trust Assets are not duly claimed, such Advanta Finance Trust Assets will be redistributed *pro rata* to all other Advanta Finance Trust Beneficiaries receiving Advanta Finance Trust Assets pursuant to Section 3.7 hereof.

7.2 Continuance of Trust for Winding Up. After the dissolution of the Advanta Finance Trust and for the purpose of liquidating and winding up the affairs of the Advanta Finance Trust, the Advanta Finance Trustee shall continue to act as such until its duties have been fully performed. Upon dissolution of the Advanta Finance Trust, the Advanta Finance Trustee shall retain for a period of two (2) years the books, records, lists of the Advanta Finance Trust Beneficiaries, the register of Advanta Finance Trust Beneficiaries and certificates and other documents and files which shall have been delivered to or created by the Advanta Finance Trustee that were not already disposed of as provided in Section 3.5 hereof. Subject to the consent of the Trust Advisory Board, at the Advanta Finance Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the Advanta Finance Trust; provided, however, that the Advanta Finance Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation to which either the Debtor or its current or former officer or directors are a party. Except as otherwise

specifically provided herein, upon the dissolution of the Advanta Finance Trust, the Advanta Finance Trustee shall have no further duties or obligations hereunder.

ARTICLE VIII

LIMITATIONS ON LIABILITY; INDEMNIFICATION

8.1 Liability of Advanta Finance Trustee; Indemnification. The Advanta Finance Trustee or the individuals comprising the Advanta Finance Trustee, and the Advanta Finance Trustee's employees, officers, directors, agents, representatives, and professionals, as the case may be, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Advanta Finance Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities in respect of that person's or entity's or the Advanta Finance Trustee's actions or inactions regarding the implementation or administration of this Advanta Finance Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of the Advanta Finance Trustee (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Advanta Finance Trust Assets or any applicable insurance coverage. The Advanta Finance Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals. The Advanta Finance Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals regardless of whether such advice is provided in writing. Notwithstanding the foregoing, the Advanta Finance Trustee shall not be under any obligation to consult with its retained professionals, and its determination not to do so shall not result in the imposition of liability on the Advanta Finance Trustee unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.2 Liability of Trust Advisory Board; Indemnification. Each member of the Trust Advisory Board and each respective member's employees, officers, directors, agents, representatives, and professionals shall be held harmless and shall not be liable for actions taken or omitted in their capacity as such, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such member may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such member in respect of that member's or the Trust Advisory Board's actions or inactions regarding the implementation or administration of this Advanta Finance Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of a member of the Trust Advisory Board (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Advanta Finance Trust Assets or any applicable

insurance coverage. The members of the Trust Advisory Board shall be entitled to rely, in good faith, on the advice of the Trust Advisory Board's retained professionals. Notwithstanding the foregoing, the members of the Trust Advisory Board shall not be under any obligation to consult with the Trust Advisory Board's retained professionals, and a determination not to do so shall not result in the imposition of liability on the Trust Advisory Board or its members unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.3 Reliance by Advanta Finance Trustee and Trust Advisory Board. Except as otherwise provided in Section 8.1 or Section 8.2 hereof:

(a) The Advanta Finance Trustee and each member of the Trust Advisory Board may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper, document, spreadsheet, or database reasonably believed by the Advanta Finance Trustee or such member, as applicable, to be genuine and to have been signed or presented by the proper party or parties; and

(b) Except for those liabilities that are determined by Final Order to have arisen out of the intentional fraud, willful misconduct or gross negligence of the Advanta Finance Trustee or a member of the Trust Advisory Board, as applicable, persons dealing with the Advanta Finance Trustee or the Trust Advisory Board shall look only to the Advanta Finance Trust Assets to satisfy any liability incurred by the Advanta Finance Trustee or the Trust Advisory Board, as applicable, to such person in carrying out the terms of this Advanta Finance Trust Agreement, and neither the Advanta Finance Trustee, the Trust Advisory Board nor any of their designees, partners, affiliates, agents, employees, representatives, attorneys, or professionals shall have any personal obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any material provision of this Advanta Finance Trust Agreement may be amended or waived by the Advanta Finance Trustee with the consent of the Trust Advisory Board and the approval by the Bankruptcy Court. Amendments to immaterial provisions to this Advanta Finance Trust Agreement may be made as necessary, to clarify this Advanta Finance Trust Agreement or enable the Advanta Finance Trustee to effectuate the terms of this Advanta Finance Trust Agreement, by the Advanta Finance Trustee without Bankruptcy Court approval but subject to the consent of the Trust Advisory Board. Notwithstanding this Section 9.1, any amendments to this Advanta Finance Trust Agreement shall not be inconsistent with the purpose and intention of the Advanta Finance Trust to liquidate in an expeditious but orderly manner the Advanta Finance Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Advanta Finance Trust. This Advanta Finance Trust Agreement is intended to create a liquidating 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 trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Advanta Finance Trust Agreement may be amended to comply with such United States federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction. This Advanta Finance Trust Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to provisions, policies, or principles thereof governing conflict or choice of laws.

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

10.4 Notices. Except as otherwise provided herein, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.4):

If to the Advanta Finance Trustee:

[●]

Attn: [●]

[●]

Facsimile: [●]

If to the Debtor:

Weil, Gotshal & Manges LLP

Attn: Robert J. Lemons

767 Fifth Avenue

New York, New York, 10153

Facsimile: 212-310-8007

If to an Advanta Finance Trust Beneficiary:

To the name and address set forth on the registry
maintained by the Advanta Finance Trustee.

If to the Trust Advisory Board:

[●]

Attn: [●]

[●]

Facsimile: [●]

10.5 Headings. The section headings contained in this Advanta Finance Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Advanta Finance Trust Agreement or of any term or provision hereof.

10.6 Relationship to the Plan. The principal purpose of this Advanta Finance Trust Agreement is to aid in the implementation of the Plan and therefore this Advanta Finance Trust Agreement incorporates the provisions of the Plan. If any provisions of this Advanta Finance Trust Agreement are found to conflict with the provisions of the Plan, the provisions of the Plan shall control except for inconsistencies or clarifications in furtherance of the treatment of the Advanta Finance Trust as a liquidating trust for United States federal income tax purposes, in which case the provisions of this Advanta Finance Trust Agreement shall control.

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

DEBTOR:

ADVANTA FINANCE CORP.

By: _____

Name:

Title:

TRUSTEE:

FTI CONSULTING, INC.
solely as Advanta Finance Trustee

By: _____

Name:

Annex A
Trust Advisory Board

Manewitz/Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, L.P.

Exhibit 1.46

Advanta Trust Agreement

ADVANTA TRUST AGREEMENT

This Advanta Trust Agreement (the “Advanta Trust Agreement”), dated as of ____, 2011, is entered into by and among Advanta Corp., a Delaware corporation, Advanta Investment Corp., a Delaware corporation, Advanta Business Services Holding Corp., a Delaware corporation, Advanta Business Services Corp., a Delaware corporation, Advanta Service Corp., a Delaware corporation, Advanta Advertising Inc., a Delaware corporation, Advanta Mortgage Holding Company, a Delaware corporation, Advanta Ventures Inc., a Delaware corporation, BE Corp. (f/k/a BizEquity Corp.), a Delaware corporation, ideablob Corp., a Delaware corporation, Advanta Credit Card Receivables Corp., a Nevada corporation, Great Expectations International Inc., a Delaware corporation, Great Expectations Franchise Corp., a Delaware corporation, Great Expectations Management Corp., a Delaware corporation, as debtors and debtors in possession (collectively, the “Debtors”), and FTI Consulting, Inc. solely in its capacity as liquidating trustee (together with any successor appointed under the terms hereof, the “Advanta Trustee”),¹ and is executed in connection with the Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, dated November 2, 2010 (as the same may have been amended, modified or supplemented from time to time, the “Plan”), which was confirmed by the United States Bankruptcy Court on ____, 2011, and which provides for the establishment of a liquidating trust evidenced hereby (the “Advanta Trust”). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to such terms in the Plan.

W I T N E S S E T H

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

WHEREAS, the Advanta Trust is created on behalf of, and for the sole benefit of, the Advanta Trust Beneficiaries;

WHEREAS, the Plan provides for the creation of a liquidating trust that will (i) receive from the Debtors all of the Advanta Trust Assets, (ii) hold the Advanta Trust Assets in trust for the benefit of the Advanta Trust Beneficiaries as provided in the Plan and herein and (iii) oversee and direct the liquidation of the Advanta Trust Assets held by it for the benefit of the Advanta Trust Beneficiaries pursuant to the terms of the Plan and this Advanta Trust Agreement;

WHEREAS, the Advanta Trust is established hereunder for the sole purpose of liquidating and distributing its assets, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the Advanta Trust is intended to qualify as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and, as such, as a “grantor trust” for United States federal income tax purposes, with the Advanta Trust Beneficiaries treated as the grantors and owners of the Advanta Trust;

¹ There may also be a resident Delaware trustee for the purposes of 12 §3807 of the Delaware Code.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Debtors and the Advanta Trustee agree as follows:

ARTICLE I

ESTABLISHMENT OF THE ADVANTA TRUST

1.1 Establishment and Declaration of Trust.

(a) Name. This Trust shall be known as the “Advanta Trust” in which name the Advanta Trustee may conduct the affairs of the Advanta Trust.

(b) Declaration of Trust. Pursuant to the Plan, the Debtors and the Advanta Trustee hereby establish the Advanta Trust on behalf of and for the benefit of the Advanta Trust Beneficiaries and, on the Effective Date, the Debtors hereby irrevocably and absolutely transfer, assign, convey and deliver to the Advanta Trustee for the benefit of the Advanta Trust Beneficiaries all of their right, title and interest (whether legal, beneficial, or otherwise) in and to the Advanta Trust Assets free and clear of any lien, claim, encumbrance, or interest in such property of any other person or entity (except as provided herein) in trust to and for the benefit of the Advanta Trust Beneficiaries for the uses and purposes stated herein and in the Plan. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. In connection with the transfer of the Advanta Trust Assets to the Advanta Trust, all rights and Causes of Action and all Books and Privileges relating to such Advanta Trust Assets shall be transferred to the Advanta Trust and shall vest in the Advanta Trustee solely in its capacity as such. Effective as of the date hereof, the Advanta Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Advanta Trust. The Advanta Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the Advanta Trust.

(c) Appointment of Advanta Trustee. The Advanta Trustee is hereby appointed as trustee of the Advanta Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

(d) Acceptance of Trust. The Advanta Trustee agrees to accept and hold the Advanta Trust Assets in trust for the Advanta Trust Beneficiaries, subject to the terms of this Advanta Trust Agreement and the Plan.

1.2 Title to Advanta Trust Assets.

(a) Except as otherwise provided by the Plan or this Advanta Trust Agreement, upon the Effective Date, title to the Advanta Trust Assets shall pass to the Advanta Trust free and clear of all Claims and equity interests in accordance with section 1141 of the Bankruptcy Code.

(b) Upon the transfer to the Advanta Trust of the Advanta Trust Assets, the Advanta Trustee shall succeed to all of the Debtors’ right, title and interest in and to the Advanta Trust Assets, and the Debtors will have no further interest or rights in or with respect to the Advanta Trust Assets.

(c) For all United States federal income tax purposes, all parties (including, without limitation, the Debtors, the Advanta Trustee and the Advanta Trust Beneficiaries) shall treat the transfer by the Debtors of the Advanta Trust Assets to the Advanta Trust as (i) a transfer of the Advanta Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed Claims receiving Advanta Trust Beneficial Interests relating thereto and, to the extent the Advanta Trust Assets are allocable to Unresolved Claims, to the Unresolved Claims Reserve, followed by (ii) the transfer by such beneficiaries to the Advanta Trust of the Advanta Trust Assets (other than the Advanta Trust Assets allocable to the Unresolved Claims Reserve) in exchange for Advanta Trust Beneficial Interests. Accordingly, the Advanta Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Advanta Trust Assets (other than such Advanta Trust Assets as are allocable to the Unresolved Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(d) With respect to all Advanta Trust Assets, the Advanta Trustee will directly and indirectly be the representative of the Debtors' Estates, as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, and will have the rights and powers provided for in the Bankruptcy Code, including section 1107 thereof, in addition to any rights and powers granted in this Advanta Trust Agreement and in the Plan. The Advanta Trustee will be the successor-in-interest to the Debtors with respect to any action that was or could have been commenced by the Debtors prior to the Effective Date that is related to an Advanta Trust Asset and shall be deemed substituted for the same as the party in such litigation. The Advanta Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any person or entity, that constitute Advanta Trust Assets. All actions, claims, rights, or interests constituting Advanta Trust Assets are preserved and retained and may be enforced by the Advanta Trustee as the representative of the Debtors' Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Advanta Trustee will be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan (insofar as it affects the Advanta Trust or the Advanta Trust Assets).

1.3 Valuation of Advanta Trust Assets. As soon as practicable after the Effective Date, the Advanta Trustee, in reliance upon such professionals as the Advanta Trustee may retain in accordance herewith, shall make a good-faith valuation of the Advanta Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtors, the Advanta Trustee and the Advanta Trust Beneficiaries) for all United States federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Advanta Trust Assets.

ARTICLE II

ADVANTA TRUST BENEFICIARIES

2.1 Rights of the Advanta Trust Beneficiaries. Each Advanta Trust Beneficiary shall take and hold its Advanta Trust Beneficial Interest subject to all of the terms and provisions of this Advanta Trust Agreement and the Plan, including payment of any Allowed Claims payable pursuant to Article II and Article IV of the Plan. The interest of an Advanta Trust Beneficiary is

in all respects personal property, and upon the death, insolvency or incapacity of an Advanta Trust Beneficiary, as applicable, such Advanta Trust Beneficiary's interest shall pass to the legal representative or other successor, as applicable, of such Advanta Trust Beneficiary, and such death, insolvency or incapacity shall not terminate or affect the validity of this Advanta Trust Agreement. An Advanta Trust Beneficiary shall have no title to, right to, possession of, management of, or control of, the Advanta Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Advanta Trust Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Advanta Trust Assets, but the whole title to all the Advanta Trust Assets shall be vested in the Advanta Trustee and the sole interest of the Advanta Trust Beneficiaries shall be the rights and benefits given to such persons under this Advanta Trust Agreement.

2.2 No Legal Title in Advanta Trust Beneficiaries. No Advanta Trust Beneficiary shall have legal title to any part of the Advanta Trust Assets. No transfer by operation of law or otherwise, of the right, title and interest of any Advanta Trust Beneficiary in and to the Advanta Trust Assets or hereunder shall operate to terminate this Advanta Trust or entitle any successor or transferee of such Advanta Trust Beneficiary to an accounting or to the transfer to it of legal title to any part of the Advanta Trust Assets.

2.3 Identification of Advanta Trust Beneficiaries. The record holders of interests in the Advanta Trust shall be recorded and set forth in a register maintained by the Advanta Trustee expressly for such purpose. Except as otherwise required by law, references in this Advanta Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the official register maintained by the Advanta Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the Advanta Trustee may establish a record date, which the Advanta Trustee deems practicable for determining the holders for a particular purpose. Any distributions to the Advanta Trust Beneficiaries shall be accomplished as set forth in the Plan and herein.

2.4 Transfers. The Advanta Trust Beneficial Interests shall not be certificated, shall only be issued in book-entry form, and shall not be transferable or assignable except by will, intestate succession or operation of law.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the Advanta Trust. The Advanta Trust is established for the sole purpose of liquidating and distributing the Advanta Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

3.2 Authority of Advanta Trustee.

(a) In connection with the administration of the Advanta Trust and the Plan, except as set forth in this Advanta Trust Agreement, the Advanta Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Advanta Trust and to carry out its responsibilities under the Plan. Without limiting the foregoing, and subject to

Section 3.4 hereof, the Advanta Trustee shall, among other things, have the rights, powers and duties:

- (i) to hold, manage, dispose of, sell, convert to Cash and distribute the Advanta Trust Assets, including investigating, prosecuting and resolving the Causes of Action belonging to the Advanta Trust;
- (ii) to hold the Advanta Trust Assets for the benefit of the Advanta Trust Beneficiaries that are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;
- (iii) in the Advanta Trustee's reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon the Advanta Trust Assets, including rights, Causes of Action or litigation of the Advanta Trust;
- (iv) to monitor and enforce the implementation of the Plan;
- (v) to file all tax and regulatory forms, returns, reports and other documents and financial information required with respect to the Advanta Trust;
- (vi) in the Advanta Trustee's reasonable business judgment, to reconcile and object to Claims against the Debtors or the Advanta Trust, and manage, control, prosecute and/or settle on behalf of the Advanta Trust objections to Claims on account of which the Advanta Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan;
- (vii) to implement the Plan;
- (viii) to hold, manage, and distribute Cash or non-Cash Advanta Trust Assets obtained through the exercise of the Advanta Trustee's power and authority;
- (ix) to dispose of the books and records transferred to the Advanta Trustee in a manner deemed appropriate by the Advanta Trustee; provided, however, that the Advanta Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtors or their officers or directors are a party without further order of the Bankruptcy Court;
- (x) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case;
- (xi) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the Advanta Trust and execute any documents or pleadings related to the liquidation of the Advanta Trust Assets or other matters related to the Advanta Trust;
- (xii) to establish and maintain bank accounts and terminate such accounts as the Advanta Trustee deems appropriate;

(xiii) to set off amounts owed to the Debtors against distributions to Advanta Trust Beneficiaries;

(xiv) to bring suits or defend itself against such suits, if any, as the Advanta Trustee determines in connection with any matter arising from or related to the Plan or this Advanta Trust Agreement that affects in any way the rights or obligations of the Advanta Trust, the Advanta Trustee or the Advanta Trust Beneficiaries;

(xv) obtain and maintain insurance coverage with respect to the liabilities and obligations of the Advanta Trustee and the Trust Advisory Board and its members in accordance with Section 4.5 of this Advanta Trust Agreement;

(xvi) to take all actions necessary and appropriate to minimize any adverse state or federal tax consequences to the Advanta Trust Beneficiaries provided such actions do not result in an adverse tax consequence to the Advanta Trust and are consistent with and are not contrary to the treatment of the Advanta Trust as a “grantor trust” for United States federal income tax purposes; and

(xvii) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and this Advanta Trust Agreement.

Notwithstanding the foregoing, neither the Advanta Trustee nor any other person that is an Affiliate of the Advanta Trust or the Debtors shall take any action to facilitate or encourage any trading in Advanta Trust Beneficial Interests or in any instrument tied to the value of such interests.

(b) The Advanta Trustee may retain and compensate attorneys and other professionals to assist in its duties as the trustee of the Advanta Trust on such terms (including on a contingency or hourly basis) as the Advanta Trustee deems appropriate without Bankruptcy Court approval; provided, however, that such compensation may not exceed the amount reflected in the Budget (as defined below) by more than 15% for each professional, unless approved by the Trust Advisory Board (as defined below) or further order of the Bankruptcy Court.

(c) In all circumstances, the Advanta Trustee shall act in the best interests of all of the Advanta Trust Beneficiaries and in furtherance of the purpose of the Advanta Trust.

3.3 Establishment of Trust Advisory Board.

(a) The “Trust Advisory Board” means the board to be appointed in accordance with, and to exercise the duties set forth in, this Advanta Trust Agreement. The Trust Advisory Board shall be comprised of three (3) members, with the initial members of the Trust Advisory Board to be selected by the Debtors (with the consent of the Creditors’ Committee) and any subsequent members to be appointed in accordance with the terms of this Advanta Trust Agreement. Two members of the Trust Advisory Board shall be holders of a Beneficial Interest in any of the Trusts, or a designee of such holder, and the other member of the Trust Advisory Board (the “Independent TAB Member”) shall not hold a Beneficial Interest in any of the Trusts, or be a designee of any holder. All of the members of the Trust Advisory

Board shall not be or have been an Insider (as such term is defined in the Bankruptcy Code) of any of the Debtors. The initial members of the Trust Advisory Board are set forth on Annex A hereto. The members of the Trust Advisory Board may also be members of any trust advisory board that is established for any of the other Trusts.

(b) Each member of the Trust Advisory Board shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Trust Advisory Board, and (ii) an alternate representative to attend meetings and participate in other activities of the Trust Advisory Board when the representatives designated pursuant to clause (i) above are unavailable. For the avoidance of doubt, such representatives shall only be recognized for so long as the member of the Trust Advisory Board who made such designation continues to be a member of the Trust Advisory Board.

(c) Notwithstanding anything in this Section 3.3 or Section 3.4, the Trust Advisory Board shall not take any action that will cause the Advanta Trust to fail to qualify as a “liquidating trust” for United States federal income tax purposes.

(d) A quorum for meetings of the Trust Advisory Board shall consist of a majority of the non-recused members of the Trust Advisory Board then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a member of the Trust Advisory Board shall be deemed present if a representative of the member is attending in person, by telephone or by proxy, unless such representative is attending solely to protest the meeting in question.

(e) Except as expressly provided herein, the affirmative vote of a majority of the members of the Trust Advisory Board shall be the act of the Trust Advisory Board with respect to any matter that requires the determination, consent, approval or agreement of such board; provided, however, that where one or more members of the Trust Advisory Board are recused, the unanimous vote of the non-recused members of the Trust Advisory Board shall be required. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting. In all matters submitted to a vote of the Trust Advisory Board, each Trust Advisory Board member shall be entitled to cast one vote, which vote shall be cast personally by such Trust Advisory Board member or by proxy. In a matter in which the Advanta Trustee cannot obtain direction or authority from the Trust Advisory Board, the Advanta Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A Trust Advisory Board member and its representative shall be recused from the Trust Advisory Board’s deliberations and votes on any matters as to which such member has a conflicting interest. For the avoidance of doubt, a Trust Advisory Board Member shall not be automatically deemed to have a conflicting interest solely because such Trust Advisory Board Member is the holder of a Beneficial Interest in any of the Trusts. If a Trust Advisory Board member or its representative does not recuse itself from any such matter, that

Trust Advisory Board member and its representative may be recused from such matter by the unanimous vote of the remaining members of the Trust Advisory Board that are not recused or are required to be recused from the matter.

(g) Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of those Trust Advisory Board members not recused or required to be recused as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

(h) The authority of the members of the Trust Advisory Board shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Advanta Trust is dissolved in accordance with Section 7.1 hereof. The service of the members of the Trust Advisory Board shall be subject to the following:

(i) each member of the Trust Advisory Board shall serve until the earlier of (I) such member's death or resignation pursuant to clause (ii) below, (II) such member's (or if such member is a designee of a holder of a Beneficial Interest, such holder's) Allowed Claims being paid in full, including any postpetition interest to which such holder may be entitled (if applicable), or (III) such member's removal pursuant to clause (iv) below;

(ii) a member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board and the Advanta Trustee. Such resignation shall be effective when a successor is appointed as provided herein;

(iii) if applicable, a member of the Trust Advisory Board shall promptly notify the other members of the Trust Advisory Board and the Advanta Trustee of the payment in full of its Allowed Claims or, if the member is a designee of a holder of such Allowed Claims, of the payment in full of such holder's Allowed Claims; provided, however, that such member shall continue to serve on the Trust Advisory Board until a successor is appointed as provided herein;

(iv) the members of the Trust Advisory Board may be removed by the unanimous vote of the other members of the Trust Advisory Board only for (I) fraud or willful misconduct in connection with the affairs of the Advanta Trust, or (II) cause, which shall include a breach of a fiduciary duty, and shall not be subject to removal without cause;

(v) in the event of a vacancy in a member's position on the Trust Advisory Board due to resignation or payment in full of his or her Allowed Claims (or, if a member is a designee of a holder of Allowed Claims, such holder's Allowed Claims), a new member shall be appointed as soon as practicable by the vote of the Trust Advisory Board (including the member being replaced). In the event of a vacancy in a member's position on the Trust Advisory

Board due to removal or death, a new member shall be appointed as soon as practicable by the unanimous vote of the remaining members of the Trust Advisory Board. In each case, the new member shall be either a holder of a Beneficial Interest in any of the Trusts (or a designee of such holder) or the Independent TAB Member, depending upon whether the Member being replaced was a holder of a Beneficial Interest or the Independent TAB Member. Further, any new member may not have been an Insider (as such term is defined in the Bankruptcy Code) of any of the Debtors. The appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address and telephone number of the successor member of the Trust Advisory Board; and

(vi) immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority and privileges of the predecessor member of the Trust Advisory Board hereunder shall be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board shall not be liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

(i) Any member of the Trust Advisory Board may be reimbursed by the Advanta Trustee for its actual, reasonable out-of-pocket expenses incurred for serving on such board including, without limitation, reasonable legal fees and costs incurred by each member of the Trust Advisory Board with respect to outside counsel (for the avoidance of doubt, including such fees and expenses incurred prior to the Effective Date in connection with the establishment of the Advanta Trust and the Trust Advisory Board) in the same manner and priority as the compensation and expenses of the Advanta Trustee under this Trust Agreement, in accordance with the Budget (as defined herein). Except as provided for in this Section 3.3, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation; provided, however, that the Independent TAB Member shall be entitled to receive such compensation (if any) as provided for in the Budget. The initial Budget shall include an appropriate reserve for the fees and expenses of the Trust Advisory Board.

3.4 Limitations on Advanta Trustee's Authority and the Trust Advisory Board's Authority.

(a) Notwithstanding anything herein to the contrary, the Advanta Trustee shall not and shall not be authorized to engage in any trade or business and shall take (i) such actions consistent with the orderly liquidation of the Advanta Trust Assets as are required by applicable law, the Plan and the Confirmation Order and (ii) such actions permitted hereunder; provided, however, that, the Advanta Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the Advanta Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

(b) The Advanta Trustee shall prepare and submit to the Trust Advisory Board for approval an annual plan and budget at least thirty (30) days prior to the

commencement of each fiscal year of the Advanta Trust; provided, however, that the first such report shall be submitted no later than forty-five (45) days after the Effective Date. Each fiscal year of the Advanta Trust shall end on December 31st and commence on January 1st. The Trust Advisory Board shall review and approve (with such revisions as the Trust Advisory Board requires) the annual plan and budget within thirty (30) days of the date on which such annual plan and budget is submitted to the Trust Advisory Board for approval. Prior to the submission and approval of the initial plan and budget, the Advanta Trustee shall be permitted to pay the reasonable, documented fees, costs and expenses of the Advanta Trust and the Advanta Trustee. The annual plan and budget shall set forth in reasonable detail: (i) the Advanta Trustee's anticipated actions to administer and liquidate the Advanta Trust Assets; and (ii) the reasonably anticipated expenses (including the expenses of any attorneys and other professionals engaged by the Advanta Trustee to assist in its duties) associated with conducting the affairs of the Advanta Trust. Any such annual plan and budget as approved by the Trust Advisory Board is referred to herein as the "Budget". The Advanta Trustee may seek approval of amendments to the Budget from time-to-time by making a request to the Trust Advisory Board and the Trust Advisory Board shall, within thirty (30) days of receiving such request, approve or reject such amendments by notice to the Advanta Trustee. All actions by the Advanta Trustee must be consistent with the then current Budget, provided that the Advanta Trustee may take action outside the Budget as provided in Section 3.4(c).

(c) Notwithstanding anything herein to the contrary, the Advanta Trustee shall submit to the Trust Advisory Board for its review and prior written approval the following matters:

(i) any decision to compromise, settle, or otherwise resolve any Unresolved Claims, other than with respect to Administrative Expense Claims relating to compensation of professionals, that would result in an Allowed Claim in an amount in excess of 1,000,000, and any decision to compromise, settle, or otherwise resolve any affirmative claims of the Advanta Trust (whether or not asserted) in excess of \$1,000,000;

(ii) subject to Section 3.2(b), incurrence of any cost or expense of the Advanta Trust that is either not reflected in the Budget or exceeds the particular line item in the Budget by more than 15%; provided, however, that approval of the Trust Advisory Board shall not be required in the case of any cost or expense authorized by further order of the Bankruptcy Court; and

(iii) Any amendment of this Advanta Trust Agreement as provided in Section 9.1 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, in determining whether to provide or decline its consent and in connection with any actions to be taken by the Trust Advisory Board hereunder, the Trust Advisory Board shall always act in furtherance of the purposes of the Advanta Trust and the treatment of the Advanta Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d).

3.5 Books and Records. The Advanta Trustee shall maintain in respect of the Advanta Trust and the Advanta Trust Beneficiaries books and records relating to the Advanta Trust Assets and income of the Advanta Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Advanta Trust in such detail and for such period of time as may be necessary to enable him to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Advanta Trust. Except as expressly provided herein, nothing in this Advanta Trust Agreement requires the Advanta Trustee to file any accounting or seek approval of any court with respect to the administration of the Advanta Trust or as a condition for managing any payment or distribution out of the Advanta Trust Assets. The Advanta Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtors or their officers or directors are a party without further order of the Bankruptcy Court.

3.6 Additional Powers. Except as otherwise set forth in this Advanta Trust Agreement or in the Plan, and subject to the continuation of the treatment of the Advanta Trust as a liquidating trust for United States federal income tax purposes and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the Advanta Trustee may control and exercise authority over the Advanta Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the Advanta Trust shall be obligated to inquire into the authority of the Advanta Trustee in connection with the protection, conservation, liquidation, or disposition of the Advanta Trust Assets.

3.7 Distributions.

(a) The Advanta Trustee shall make the Initial Distribution as soon as practicable after the Effective Date and use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date. The Advanta Trustee shall make at least one distribution in each year, one of which shall be made on or about December 31st of such year, to the holders of the Advanta Trust Beneficial Interests of all Cash on hand in accordance with the terms hereof and the priorities that are set forth in the Plan (including any Cash received from the Debtors on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.5(h) of the Plan) except such amounts (i) as are retained by the Advanta Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Advanta Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated fees and expenses (including any taxes imposed on the Advanta Trust or in respect of the Advanta Trust Assets) of the Advanta Trust, the Advanta Trustee and the members of the Trust Advisory Board, and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the Advanta Trust or imposed on the Advanta Trust in accordance with the Plan or this Advanta Trust Agreement.

(b) All distributions made by the Advanta Trustee to holders pursuant to this Section 3.7 shall be payable to the holders of record listed on the claims register as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the Advanta Trustee shall distribute such Cash by wire, check, or such other form as the Advanta Trustee deems appropriate under the circumstances. For the avoidance of doubt, pursuant to the Plan, the

Advanta Trustee is entitled to recognize and deal with only those holders of record as of the Distribution Record Date, (i) unless an Advanta Trust Beneficiary's interest shall have passed to a legal representative or other successor as described in Section 2.1 of this Advanta Trust Agreement, or (ii) a holder's claim was filed after the Distribution Record Date as provided for in the Plan.

3.8 Tax Reporting Duties of the Advanta Trustee.

(a) In addition to the reporting duties of the Advanta Trustee under ARTICLE VI hereof, the Advanta Trustee shall file returns (including United States federal returns) for the Advanta Trust treating the Advanta Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with Section 1.2(c), this Section 3.8 and Section 5.5 of the Plan. Annually (but no later than sixty (60) days following the end of each calendar year), the Advanta Trustee shall send to each holder of an Advanta Trust Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The Advanta Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the Advanta Trust that are required by any governmental unit.

(b) In furtherance of the provisions of Section 3.8(a) hereof, allocations of the Advanta Trust's taxable income among the Advanta Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined in good faith by the Advanta Trustee by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Advanta Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Unresolved Claims Reserve) to the holders of the Advanta Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Advanta Trust. Similarly, taxable loss of the Advanta Trust shall be allocated in good faith by the Advanta Trustee by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Advanta Trust Assets. The tax book value of the Advanta Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements, as determined in good faith by the Advanta Trustee.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the Advanta Trustee of a private letter ruling if the Advanta Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Advanta Trustee), the Advanta Trustee shall (i) timely elect to treat any Advanta Trust Assets allocable to the Unresolved Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including

the Advanta Trustee, the Debtors and the Advanta Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(d) The Advanta Trustee shall be responsible for payment, out of the Advanta Trust Assets, of any taxes imposed on the trust or its assets, including the Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the Unresolved Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Unresolved Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Unresolved Claims, or (ii) to the extent such Unresolved Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Advanta Trustee as a result of the resolution of such Unresolved Claims.

(e) The Advanta Trustee may request an expedited determination of taxes of the Advanta Trust, including the Unresolved Claims Reserve, Advanta or ASC under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Advanta Trust, Advanta or ASC for all taxable periods through the dissolution of the Advanta Trust.

(f) The Advanta Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of the Advanta Trust Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the Advanta Trust Beneficial Interests for all purposes of this Advanta Trust Agreement. The Advanta Trustee shall be authorized to collect such tax information from the holders of the Advanta Trust Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this Advanta Trust Agreement. In order to receive distributions under the Plan, all holders of the Advanta Trust Beneficial Interests will need to identify themselves to the Advanta Trustee and provide tax information and the specifics of their holdings, to the extent the Advanta Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable, for each holder). The Advanta Trustee may refuse to make a distribution to any holder of an Advanta Trust Beneficial Interest that fails to furnish such information until such information is delivered; provided, however, that, upon the delivery of such information by a holder of an Advanta Trust Beneficial Interest, the Advanta Trustee shall make such distribution to which the holder of the Advanta Trust Beneficial Interest is entitled, without interest; and, provided further that, if the holder fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution, and, provided further that, if the Advanta Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Advanta Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Advanta Trustee for such liability.

3.9 Compliance with Laws. Any and all distributions of Advanta Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

3.10 Confidentiality. Each member of the Trust Advisory Board shall at all times 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 Advanta Trust Assets relate or of which such member has become aware in its capacity as a member of the Trust Advisory Board, except as otherwise required by law.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The Advanta Trustee will initially be FTI Consulting, Inc.. The Advanta Trustee shall serve as trustee until its successor shall have been appointed in accordance with ARTICLE VI or until resignation, death or removal. The Advanta Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Advanta Trust and not otherwise.

4.2 Responsibilities of Advanta Trustee. The Advanta Trustee shall make continuing efforts to dispose of the Advanta Trust Assets, make timely distributions and not unduly prolong the duration of the Advanta Trust. In so doing, the Advanta Trustee will exercise its reasonable business judgment in liquidating the Advanta Trust Assets. The liquidation of the Advanta Trust Assets may be accomplished, in the Advanta Trustee's discretion, through the sale of Advanta Trust Assets (in whole or in part). In connection therewith, the Advanta Trustee will have the power to object to Claims under the Plan and prosecute for the benefit of the Advanta Trust all claims, rights and Causes of Action transferred to the Advanta Trust, whether such suits are brought in the name of the Advanta Trust, any of the Debtors, or otherwise for the benefit of the Advanta Trust Beneficiaries. Any and all proceeds generated from such Advanta Trust Assets shall be held by the Advanta Trust. Except as expressly set forth herein, the Advanta Trustee shall have the discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as the Advanta Trustee determines are in the best interests of the Advanta Trust Beneficiaries and consistent with the purposes of the Advanta Trust and shall have no liability for the outcome of its decision. Subject to Section 3.4(b), the Advanta Trustee may incur any reasonable and necessary expenses in liquidating, distributing and protecting the Advanta Trust Assets.

4.3 Cash. The Advanta Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

4.4 Expense Reimbursement and Compensation.

(a) The costs and expenses of the Advanta Trust, including the fees and expenses of the Advanta Trustee and the Advanta Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserve, shall be paid out of the Advanta Trust Assets; provided, however, that such fees and expenses may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court.

(b) The Advanta Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries

in similar roles; provided, however, that such compensation may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court.

4.5 Insurance. The Advanta Trust shall be authorized to establish and maintain at the expense of the Advanta Trust customary insurance coverage for the protection of the Advanta Trustee, the members of the Trust Advisory Board, the employees, officers, directors, agents, representatives, counsel or advisors of the Advanta Trustee or any member of the Trust Advisory Board, any Person serving as officers or directors of Reorganized Advanta after the Effective Date and any Persons who are serving as trustee, administrator or overseer of the Trusts on and after the Effective Date, as the Advanta Trustee determines to be reasonably appropriate in consultation with the Trust Advisory Board, whether or not the Advanta Trust would have the legal power to directly indemnify any of the foregoing against the liabilities covered by such insurance. The Advanta Trustee also may obtain such insurance coverage as it determines is reasonably necessary and appropriate with respect to real and personal property which is or may become Advanta Trust Assets, if any.

4.6 Preservation of Privilege and Defenses. In connection with the rights, claims and Causes of Action that constitute Advanta Trust Assets, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Advanta Trust shall vest in the Advanta Trustee (in its capacity as such).

4.7 Confidentiality. The Advanta Trustee shall at all times 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 Advanta Trust Assets relate or of which the Advanta Trustee has become aware in its capacity as Advanta Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The Advanta Trustee may be removed for cause by the unanimous vote of the members of the Trust Advisory Board. Such removal shall become effective on the date action is taken.

5.2 Resignation. The Advanta Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Trust Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, or (b) the appointment of a successor Advanta Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor Advanta Trustee by the Bankruptcy Court. If a successor Advanta Trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Advanta Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor Advanta Trustee. In the event of the death (in the case of an Advanta Trustee that is a natural person), dissolution (in the case of an Advanta Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof, incompetency, or

removal of the Advanta Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor Advanta Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor Advanta Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring Advanta Trustee an instrument accepting the appointment under this Advanta Trust Agreement and agreeing to be bound thereto, and thereupon the successor Advanta Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring Advanta Trustee pursuant to this Advanta Trust Agreement and the Plan; provided, however, that a removed or resigning Advanta Trustee shall, nevertheless, when requested in writing by the successor Advanta Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor Advanta Trustee under the Advanta Trust all the estates, properties, rights, powers and privileges of such predecessor Advanta Trustee.

ARTICLE VI

REPORTS TO ADVANTA TRUST BENEFICIARIES

6.1 Annual and Final Reports. As soon as practicable after the end of each calendar year, and as soon as practicable upon termination of the Advanta Trust, the Advanta Trustee shall make available to each Advanta Trust Beneficiary appearing on its records as of the end of such period or such date of termination, and whose Allowed Claim has not been paid in full, a written report including: (a) financial statements prepared in accordance with United States generally accepted accounting principles of the Advanta Trust for such period; (b) a description of any action taken by the Advanta Trustee in the performance of its duties that materially affects the Advanta Trust and of which notice has not previously been given to the Advanta Trust Beneficiaries; and (c) a description of the progress of converting Advanta Trust Assets to Cash and making distributions to the Advanta Trust Beneficiaries and any other material information relating to the Advanta Trust Assets and the administration of the Advanta Trust. The Advanta Trustee shall also prepare and make available such additional reports regarding the Advanta Trust as are reasonably requested by the Trust Advisory Board from time to time.

ARTICLE VII

DISSOLUTION OF ADVANTA TRUST

7.1 Dissolution of Advanta Trust.

(a) The Advanta Trust shall be dissolved at the earlier of (even if the Advanta Trust Beneficiaries have not been paid in full) (i) all of the Advanta Trust Assets having been distributed pursuant to the Plan and this Advanta Trust Agreement, (ii) the Advanta Trustee determining, in its sole discretion, that the administration of the Advanta Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Advanta Trustee under the Plan and the Advanta Trust Agreement having been made; provided, however, that in no event shall the Advanta Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) months prior to the third anniversary (or at least six (6) months prior to the end of an

extension period), determines that a fixed-period extension (not to exceed two (2) extensions, each extension not to exceed eighteen (18) months, and without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Advanta Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Advanta Trust Assets. Upon dissolution of the Advanta Trust, the Advanta Trustee shall be discharged from its role as trustee of the Advanta Trust.

(b) The Advanta Trustee shall not unduly prolong the duration of the Advanta Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute Advanta Trust Assets and to effect the distribution of the Advanta Trust Assets to the Advanta Trust Beneficiaries in accordance with the terms hereof and dissolve the Advanta Trust as soon as practicable. If, at dissolution of the Advanta Trust and after payment of any amounts necessary to dissolve the Advanta Trust, the Advanta Trust still owns any stock of Reorganized Advanta, then the Advanta Trustee shall have the authority, subject to approval of the Bankruptcy Court, to, upon dissolution of the Advanta Trust, donate such stock at its discretion to a charitable organization or a charitable trust that is not an Affiliate of the Debtors, the Advanta Trust, the Advanta Trustee, or any insider of any of the foregoing, and any remaining cash shall, upon dissolution of the Advanta Trust, be distributed to the Advanta Trust Beneficiaries pursuant to the provisions set forth in Section 3.7 hereof. If any cash is not duly claimed, such cash will be redistributed pro rata to all other Advanta Trust Beneficiaries receiving Advanta Trust Assets pursuant to Section 3.7 hereof.

7.2 Continuance of Trust for Winding Up. After the dissolution of the Advanta Trust and for the purpose of liquidating and winding up the affairs of the Advanta Trust, the Advanta Trustee shall continue to act as such until its duties have been fully performed. Upon dissolution of the Advanta Trust, the Advanta Trustee shall retain for a period of two (2) years the books, records, lists of the Advanta Trust Beneficiaries, the register of Advanta Trust Beneficiaries and certificates and other documents and files which shall have been delivered to or created by the Advanta Trustee that were not already disposed of as provided in Section 3.5 hereof. Subject to the consent of the Trust Advisory Board, at the Advanta Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the Advanta Trust; provided, however, that the Advanta Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation to which either the Debtors or its current or former officer or directors are a party. Except as otherwise specifically provided herein, upon the dissolution of the Advanta Trust, the Advanta Trustee shall have no further duties or obligations hereunder.

ARTICLE VIII

LIMITATIONS ON LIABILITY; INDEMNIFICATION

8.1 Liability of Advanta Trustee; Indemnification. The Advanta Trustee or the individuals comprising the Advanta Trustee, and the Advanta Trustee's employees, officers, directors, agents, representatives, and professionals, as the case may be, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the

Advanta Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities in respect of that person's or entity's or the Advanta Trustee's actions or inactions regarding the implementation or administration of this Advanta Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of the Advanta Trustee (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Advanta Trust Assets or any applicable insurance coverage. The Advanta Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals. The Advanta Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals regardless of whether such advice is provided in writing. Notwithstanding the foregoing, the Advanta Trustee shall not be under any obligation to consult with its retained professionals, and its determination not to do so shall not result in the imposition of liability on the Advanta Trustee unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.2 Liability of Trust Advisory Board; Indemnification. Each member of the Trust Advisory Board and each respective member's employees, officers, directors, agents, representatives, and professionals shall be held harmless and shall not be liable for actions taken or omitted in their capacity as such, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such member may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such member in respect of that member's or the Trust Advisory Board's actions or inactions regarding the implementation or administration of this Advanta Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of a member of the Trust Advisory Board (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Advanta Trust Assets or any applicable insurance coverage. The members of the Trust Advisory Board shall be entitled to rely, in good faith, on the advice of the Trust Advisory Board's retained professionals. Notwithstanding the foregoing, the members of the Trust Advisory Board shall not be under any obligation to consult with the Trust Advisory Board's retained professionals, and a determination not to do so shall not result in the imposition of liability on the Trust Advisory Board or its members unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.3 Reliance by Advanta Trustee and Trust Advisory Board. Except as otherwise provided in Section 8.1 or Section 8.2 hereof:

(a) The Advanta Trustee and each member of the Trust Advisory Board may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument,

opinion, report, notice, request, consent, order, or other paper, document, spreadsheet, or database reasonably believed by the Advanta Trustee or such member, as applicable, to be genuine and to have been signed or presented by the proper party or parties; and

(b) Except for those liabilities that are determined by Final Order to have arisen out of the intentional fraud, willful misconduct or gross negligence of the Advanta Trustee or a member of the Trust Advisory Board, as applicable, persons dealing with the Advanta Trustee or the Trust Advisory Board shall look only to the Advanta Trust Assets to satisfy any liability incurred by the Advanta Trustee or the Trust Advisory Board, as applicable, to such person in carrying out the terms of this Advanta Trust Agreement, and neither the Advanta Trustee, the Trust Advisory Board nor any of their designees, partners, affiliates, agents, employees, representatives, attorneys, or professionals shall have any personal obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any material provision of this Advanta Trust Agreement may be amended or waived by the Advanta Trustee with the consent of the Trust Advisory Board and the approval by the Bankruptcy Court. Amendments to immaterial provisions to this Advanta Trust Agreement may be made as necessary, to clarify this Advanta Trust Agreement or enable the Advanta Trustee to effectuate the terms of this Advanta Trust Agreement, by the Advanta Trustee without Bankruptcy Court approval but subject to the consent of the Trust Advisory Board. Notwithstanding this Section 9.1, any amendments to this Advanta Trust Agreement shall not be inconsistent with the purpose and intention of the Advanta Trust to liquidate in an expeditious but orderly manner the Advanta Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Advanta Trust. This Advanta Trust Agreement is intended to create a liquidating 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 trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Advanta Trust Agreement may be amended to comply with such United States federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction. This Advanta Trust Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to provisions, policies, or principles thereof governing conflict or choice of laws.

10.3 Severability. If any provision of this Advanta Trust Agreement or the application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Advanta Trust Agreement, or the application of such provision to persons or circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Advanta Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

10.4 Notices. Except as otherwise provided herein, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.4):

If to the Advanta Trustee:

[•]
Attn: [•]
[•]
Facsimile: [•]

If to the Debtors:

Weil, Gotshal & Manges LLP
Attn: Robert J. Lemons
767 Fifth Avenue
New York, New York, 10153
Facsimile: 212-310-8007

If to an Advanta Trust Beneficiary:

To the name and address set forth on the registry
maintained by the Advanta Trustee.

If to the Trust Advisory Board:

[•]
Attn: [•]
[•]
Facsimile: [•]

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

10.6 Relationship to the Plan. The principal purpose of this Advanta Trust Agreement is to aid in the implementation of the Plan and therefore this Advanta Trust Agreement incorporates the provisions of the Plan. If any provisions of this Advanta Trust Agreement are found to conflict with the provisions of the Plan, the provisions of the Plan shall control except for inconsistencies or clarifications in furtherance of the treatment of the Advanta Trust as a

liquidating trust for United States federal income tax purposes, in which case the provisions of this Advanta Trust Agreement shall control.

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

DEBTORS:

ADVANTA CORP.

By: _____

Name:

Title:

ADVANTA INVESTMENT CORP.

By: _____

Name:

Title:

ADVANTA BUSINESS SERVICES HOLDING CORP.

By: _____

Name:

Title:

ADVANTA BUSINESS SERVICES CORP.

By: _____

Name:

Title:

ADVANTA SERVICE CORP.

By: _____

Name:

Title:

ADVANTA ADVERTISING INC.

By: _____

Name:

Title:

ADVANTA MORTGAGE HOLDING COMPANY

By: _____
Name:
Title:

ADVANTA VENTURES INC.

By: _____
Name:
Title:

BE CORP. (F/K/A BIZEQUITY CORP.)

By: _____
Name:
Title:

IDEABLOB CORP.

By: _____
Name:
Title:

ADVANTA CREDIT CARD RECEIVABLES CORP.

By: _____
Name:
Title:

GREAT EXPECTATIONS INTERNATIONAL INC.

By: _____
Name:
Title:

GREAT EXPECTATIONS FRANCHISE CORP.

By: _____
Name:
Title:

GREAT EXPECTATIONS MANAGEMENT CORP.

By: _____

Name:

Title:

TRUSTEE:

FTI CONSULTING, INC.

solely as Advanta Trustee

By: _____

Name:

Annex A
Trust Advisory Board

Manewitz/Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, L.P.

Exhibit 1.57

Advantennis Trust Agreement

ADVANTENNIS TRUST AGREEMENT

This Advantennis Trust Agreement (the “Advantennis Trust Agreement”), dated as of ____, 2011, is entered into by and among Advantennis Corp., a Delaware corporation, as debtor and debtor in possession (collectively, the “Debtor”), and FTI Consulting, Inc. solely in its capacity as liquidating trustee (together with any successor appointed under the terms hereof, the “Advantennis Trustee”),¹ and is executed in connection with the Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, dated November 2, 2010 (as the same may have been amended, modified or supplemented from time to time, the “Plan”), which was confirmed by the United States Bankruptcy Court on ____, 2011, and which provides for the establishment of a liquidating trust evidenced hereby (the “Advantennis Trust”). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to such terms in the Plan.

W I T N E S S E T H

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

WHEREAS, the Advantennis Trust is created on behalf of, and for the sole benefit of, the Advantennis Trust Beneficiaries;

WHEREAS, the Plan provides for the creation of a liquidating trust that will (i) receive from the Debtor all of the Advantennis Trust Assets, (ii) hold the Advantennis Trust Assets in trust for the benefit of the Advantennis Trust Beneficiaries as provided in the Plan and herein and (iii) oversee and direct the liquidation of the Advantennis Trust Assets held by it for the benefit of the Advantennis Trust Beneficiaries pursuant to the terms of the Plan and this Advantennis Trust Agreement;

WHEREAS, the Advantennis Trust is established hereunder for the sole purpose of liquidating and distributing its assets, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the Advantennis Trust is intended to qualify as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and, as such, as a “grantor trust” for United States federal income tax purposes, with the Advantennis Trust Beneficiaries treated as the grantors and owners of the Advantennis Trust;

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

¹ There may also be a resident Delaware trustee for the purposes of 12 §3807 of the Delaware Code.

ARTICLE I

ESTABLISHMENT OF THE ADVANTENNIS TRUST

1.1 Establishment and Declaration of Trust.

(a) Name. This Trust shall be known as the “Advantennis Trust” in which name the Advantennis Trustee may conduct the affairs of the Advantennis Trust.

(b) Declaration of Trust. Pursuant to the Plan, the Debtor and the Advantennis Trustee hereby establish the Advantennis Trust on behalf of and for the benefit of the Advantennis Trust Beneficiaries and, on the Effective Date, the Debtor hereby irrevocably and absolutely transfer, assign, convey and deliver to the Advantennis Trustee for the benefit of the Advantennis Trust Beneficiaries all of their right, title and interest (whether legal, beneficial, or otherwise) in and to the Advantennis Trust Assets free and clear of any lien, claim, encumbrance, or interest in such property of any other person or entity (except as provided herein) in trust to and for the benefit of the Advantennis Trust Beneficiaries for the uses and purposes stated herein and in the Plan. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. In connection with the transfer of the Advantennis Trust Assets to the Advantennis Trust, all rights and Causes of Action and all Books and Privileges relating to such Advantennis Trust Assets shall be transferred to the Advantennis Trust and shall vest in the Advantennis Trustee solely in its capacity as such. Effective as of the date hereof, the Advantennis Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Advantennis Trust. The Advantennis Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the Advantennis Trust.

(c) Appointment of Advantennis Trustee. The Advantennis Trustee is hereby appointed as trustee of the Advantennis Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

(d) Acceptance of Trust. The Advantennis Trustee agrees to accept and hold the Advantennis Trust Assets in trust for the Advantennis Trust Beneficiaries, subject to the terms of this Advantennis Trust Agreement and the Plan.

1.2 Title to Advantennis Trust Assets.

(a) Except as otherwise provided by the Plan or this Advantennis Trust Agreement, upon the Effective Date, title to the Advantennis Trust Assets shall pass to the Advantennis Trust free and clear of all Claims and equity interests in accordance with section 1141 of the Bankruptcy Code.

(b) Upon the transfer to the Advantennis Trust of the Advantennis Trust Assets, the Advantennis Trustee shall succeed to all of the Debtor’s right, title and interest in and to the Advantennis Trust Assets, and the Debtor will have no further interest or rights in or with respect to the Advantennis Trust Assets.

(c) For all United States federal income tax purposes, all parties (including, without limitation, the Debtor, the Advantennis Trustee and the Advantennis Trust Beneficiaries) shall treat the transfer by the Debtor of the Advantennis Trust Assets to the Advantennis Trust as (i) a transfer of the Advantennis Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed Claims and Equity Interests receiving Advantennis Trust Beneficial Interests relating thereto and, to the extent the Advantennis Trust Assets are allocable to Unresolved Claims, to the Unresolved Claims Reserve, followed by (ii) the transfer by such beneficiaries to the Advantennis Trust of the Advantennis Trust Assets (other than the Advantennis Trust Assets allocable to the Unresolved Claims Reserve) in exchange for Advantennis Trust Beneficial Interests. Accordingly, the Advantennis Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Advantennis Trust Assets (other than such Advantennis Trust Assets as are allocable to the Unresolved Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(d) With respect to all Advantennis Trust Assets, the Advantennis Trustee will directly and indirectly be the representative of the Debtor's Estate, as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, and will have the rights and powers provided for in the Bankruptcy Code, including section 1107 thereof, in addition to any rights and powers granted in this Advantennis Trust Agreement and in the Plan. The Advantennis Trustee will be the successor-in-interest to the Debtor with respect to any action that was or could have been commenced by the Debtor prior to the Effective Date that is related to an Advantennis Trust Asset and shall be deemed substituted for the same as the party in such litigation. The Advantennis Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its Estate may hold against any person or entity, that constitute Advantennis Trust Assets. All actions, claims, rights, or interests constituting Advantennis Trust Assets are preserved and retained and may be enforced by the Advantennis Trustee as the representative of the Debtor's Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Advantennis Trustee will be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan (insofar as it affects the Advantennis Trust or the Advantennis Trust Assets).

1.3 Valuation of Advantennis Trust Assets. As soon as practicable after the Effective Date, the Advantennis Trustee, in reliance upon such professionals as the Advantennis Trustee may retain in accordance herewith, shall make a good-faith valuation of the Advantennis Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtor, the Advantennis Trustee and the Advantennis Trust Beneficiaries) for all United States federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Advantennis Trust Assets.

ARTICLE II

ADVANTENNIS TRUST BENEFICIARIES

2.1 Rights of the Advantennis Trust Beneficiaries. Each Advantennis Trust Beneficiary shall take and hold its Advantennis Trust Beneficial Interest subject to all of the terms and provisions of this Advantennis Trust Agreement and the Plan, including payment of any Allowed Claims payable pursuant to Article II and Article IV of the Plan. The interest of an Advantennis Trust Beneficiary is in all respects personal property, and upon the death, insolvency or incapacity of an Advantennis Trust Beneficiary, as applicable, such Advantennis Trust Beneficiary's interest shall pass to the legal representative or other successor, as applicable, of such Advantennis Trust Beneficiary, and such death, insolvency or incapacity shall not terminate or affect the validity of this Advantennis Trust Agreement. An Advantennis Trust Beneficiary shall have no title to, right to, possession of, management of, or control of, the Advantennis Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Advantennis Trust Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Advantennis Trust Assets, but the whole title to all the Advantennis Trust Assets shall be vested in the Advantennis Trustee and the sole interest of the Advantennis Trust Beneficiaries shall be the rights and benefits given to such persons under this Advantennis Trust Agreement.

2.2 No Legal Title in Advantennis Trust Beneficiaries. No Advantennis Trust Beneficiary shall have legal title to any part of the Advantennis Trust Assets. No transfer by operation of law or otherwise, of the right, title and interest of any Advantennis Trust Beneficiary in and to the Advantennis Trust Assets or hereunder shall operate to terminate this Advantennis Trust or entitle any successor or transferee of such Advantennis Trust Beneficiary to an accounting or to the transfer to it of legal title to any part of the Advantennis Trust Assets.

2.3 Identification of Advantennis Trust Beneficiaries. The record holders of interests in the Advantennis Trust shall be recorded and set forth in a register maintained by the Advantennis Trustee expressly for such purpose. Except as otherwise required by law, references in this Advantennis Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the official register maintained by the Advantennis Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the Advantennis Trustee may establish a record date, which the Advantennis Trustee deems practicable for determining the holders for a particular purpose. Any distributions to the Advantennis Trust Beneficiaries shall be accomplished as set forth in the Plan and herein.

2.4 Transfers. The Advantennis Trust Beneficial Interests shall not be certificated, shall only be issued in book-entry form, and shall not be transferable or assignable except by will, intestate succession or operation of law.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the Advantennis Trust. The Advantennis Trust is established for the sole purpose of liquidating and distributing the Advantennis Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

3.2 Authority of Advantennis Trustee.

(a) In connection with the administration of the Advantennis Trust and the Plan, except as set forth in this Advantennis Trust Agreement, the Advantennis Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Advantennis Trust and to carry out its responsibilities under the Plan. Without limiting the foregoing, and subject to Section 3.4 hereof, the Advantennis Trustee shall, among other things, have the rights, powers and duties:

(i) to hold, manage, dispose of, sell, convert to Cash and distribute the Advantennis Trust Assets, including investigating, prosecuting and resolving the Causes of Action belonging to the Advantennis Trust;

(ii) to hold the Advantennis Trust Assets for the benefit of the Advantennis Trust Beneficiaries that are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;

(iii) in the Advantennis Trustee's reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon the Advantennis Trust Assets, including rights, Causes of Action or litigation of the Advantennis Trust;

(iv) to monitor and enforce the implementation of the Plan;

(v) to file all tax and regulatory forms, returns, reports and other documents and financial information required with respect to the Advantennis Trust;

(vi) in the Advantennis Trustee's reasonable business judgment, to reconcile and object to Claims against the Debtor or the Advantennis Trust, and manage, control, prosecute and/or settle on behalf of the Advantennis Trust objections to Claims on account of which the Advantennis Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan;

(vii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the Debtor and implement the Plan;

(viii) to hold, manage, and distribute Cash or non-Cash Advantennis Trust Assets obtained through the exercise of the Advantennis Trustee's power and authority;

(ix) to act as a signatory to the Debtor for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of such Debtor's assets;

(x) to dispose of the books and records transferred to the Advantennis Trustee in a manner deemed appropriate by the Advantennis Trustee; provided, however, that the Advantennis Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court;

(xi) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case;

(xii) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the Advantennis Trust and execute any documents or pleadings related to the liquidation of the Advantennis Trust Assets or other matters related to the Advantennis Trust;

(xiii) to establish and maintain bank accounts and terminate such accounts as the Advantennis Trustee deems appropriate;

(xiv) to set off amounts owed to the Debtor against distributions to Advantennis Trust Beneficiaries;

(xv) to bring suits or defend itself against such suits, if any, as the Advantennis Trustee determines in connection with any matter arising from or related to the Plan or this Advantennis Trust Agreement that affects in any way the rights or obligations of the Advantennis Trust, the Advantennis Trustee or the Advantennis Trust Beneficiaries;

(xvi) obtain and maintain insurance coverage with respect to the liabilities and obligations of the Advantennis Trustee and the Trust Advisory Board and its members in accordance with Section 4.5 of this Advantennis Trust Agreement;

(xvii) to take all actions necessary and appropriate to minimize any adverse state or federal tax consequences to the Advantennis Trust Beneficiaries provided such actions do not result in an adverse tax consequence to the Advantennis Trust and are consistent with and are not contrary to the treatment of the Advantennis Trust as a "grantor trust" for United States federal income tax purposes; and

(xviii) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and this Advantennis Trust Agreement.

Notwithstanding the foregoing, neither the Advantennis Trustee nor any other person that is an Affiliate of the Advantennis Trust or the Debtor shall take any action to

facilitate or encourage any trading in Advantennis Trust Beneficial Interests or in any instrument tied to the value of such interests.

(b) The Advantennis Trustee may retain and compensate attorneys and other professionals to assist in its duties as the trustee of the Advantennis Trust on such terms (including on a contingency or hourly basis) as the Advantennis Trustee deems appropriate without Bankruptcy Court approval; provided, however, that such compensation may not exceed the amount reflected in the Budget (as defined below) by more than 15% for each professional, unless approved by the Trust Advisory Board (as defined below) or further order of the Bankruptcy Court.

(c) In all circumstances, the Advantennis Trustee shall act in the best interests of all of the Advantennis Trust Beneficiaries and in furtherance of the purpose of the Advantennis Trust.

3.3 Establishment of Trust Advisory Board.

(a) The “Trust Advisory Board” means the board to be appointed in accordance with, and to exercise the duties set forth in, this Advantennis Trust Agreement. The Trust Advisory Board shall be comprised of three (3) members, with the initial members of the Trust Advisory Board to be selected by the Debtor (with the consent of the Creditors’ Committee) and any subsequent members to be appointed in accordance with the terms of this Advantennis Trust Agreement. Two members of the Trust Advisory Board shall be holders of a Beneficial Interest in any of the Trusts, or a designee of such holder, and the other member of the Trust Advisory Board (the “Independent TAB Member”) shall not hold a Beneficial Interest in any of the Trusts, or be a designee of any holder. All of the members of the Trust Advisory Board shall not be or have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The initial members of the Trust Advisory Board are set forth on Annex A hereto. The members of the Trust Advisory Board may also be members of any trust advisory board that is established for any of the other Trusts.

(b) Each member of the Trust Advisory Board shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Trust Advisory Board, and (ii) an alternate representative to attend meetings and participate in other activities of the Trust Advisory Board when the representatives designated pursuant to clause (i) above are unavailable. For the avoidance of doubt, such representatives shall only be recognized for so long as the member of the Trust Advisory Board who made such designation continues to be a member of the Trust Advisory Board.

(c) Notwithstanding anything in this Section 3.3 or Section 3.4, the Trust Advisory Board shall not take any action that will cause the Advantennis Trust to fail to qualify as a “liquidating trust” for United States federal income tax purposes.

(d) A quorum for meetings of the Trust Advisory Board shall consist of a majority of the non-recused members of the Trust Advisory Board then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a member of the Trust Advisory Board shall be deemed present if a representative of the member

is attending in person, by telephone or by proxy, unless such representative is attending solely to protest the meeting in question.

(e) Except as expressly provided herein, the affirmative vote of a majority of the members of the Trust Advisory Board shall be the act of the Trust Advisory Board with respect to any matter that requires the determination, consent, approval or agreement of such board; provided, however, that where one or more members of the Trust Advisory Board are recused, the unanimous vote of the non-recused members of the Trust Advisory Board shall be required. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting. In all matters submitted to a vote of the Trust Advisory Board, each Trust Advisory Board member shall be entitled to cast one vote, which vote shall be cast personally by such Trust Advisory Board member or by proxy. In a matter in which the Advantennis Trustee cannot obtain direction or authority from the Trust Advisory Board, the Advantennis Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A Trust Advisory Board member and its representative shall be recused from the Trust Advisory Board's deliberations and votes on any matters as to which such member has a conflicting interest. For the avoidance of doubt, a Trust Advisory Board Member shall not be automatically deemed to have a conflicting interest solely because such Trust Advisory Board Member is the holder of a Beneficial Interest in any of the Trusts. If a Trust Advisory Board member or its representative does not recuse itself from any such matter, that Trust Advisory Board member and its representative may be recused from such matter by the unanimous vote of the remaining members of the Trust Advisory Board that are not recused or are required to be recused from the matter.

(g) Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of those Trust Advisory Board members not recused or required to be recused as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

(h) The authority of the members of the Trust Advisory Board shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Advantennis Trust is dissolved in accordance with Section 7.1 hereof. The service of the members of the Trust Advisory Board shall be subject to the following:

(i) each member of the Trust Advisory Board shall serve until the earlier of (I) such member's death or resignation pursuant to clause (ii) below, (II) such member's (or if such member is a designee of a holder of a Beneficial Interest, such holder's) Allowed Claims being paid in full, including any postpetition interest to which such holder may be entitled (if applicable), or (III) such member's removal pursuant to clause (iv) below;

(ii) a member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board and the Advantennis Trustee. Such resignation shall be effective when a successor is appointed as provided herein;

(iii) if applicable, a member of the Trust Advisory Board shall promptly notify the other members of the Trust Advisory Board and the Advantennis Trustee of the payment in full of its Allowed Claims or, if the member is a designee of a holder of such Allowed Claims, of the payment in full of such holder's Allowed Claims; provided, however, that such member shall continue to serve on the Trust Advisory Board until a successor is appointed as provided herein;

(iv) the members of the Trust Advisory Board may be removed by the unanimous vote of the other members of the Trust Advisory Board only for (I) fraud or willful misconduct in connection with the affairs of the Advantennis Trust, or (II) cause, which shall include a breach of a fiduciary duty, and shall not be subject to removal without cause;

(v) in the event of a vacancy in a member's position on the Trust Advisory Board due to resignation or payment in full of his or her Allowed Claims (or, if a member is a designee of a holder of Allowed Claims, such holder's Allowed Claims), a new member shall be appointed as soon as practicable by the vote of the Trust Advisory Board (including the member being replaced). In the event of a vacancy in a member's position on the Trust Advisory Board due to removal or death, a new member shall be appointed as soon as practicable by the unanimous vote of the remaining members of the Trust Advisory Board. In each case, the new member shall be either a holder of a Beneficial Interest in any of the Trusts (or a designee of such holder) or the Independent TAB Member, depending upon whether the Member being replaced was a holder of a Beneficial Interest or the Independent TAB Member. Further, any new member may not have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address and telephone number of the successor member of the Trust Advisory Board; and

(vi) immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority and privileges of the predecessor member of the Trust Advisory Board hereunder shall be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board shall not be liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

(i) Any member of the Trust Advisory Board may be reimbursed by the Advantennis Trustee for its actual, reasonable out-of-pocket expenses incurred for serving on

such board including, without limitation, reasonable legal fees and costs incurred by each member of the Trust Advisory Board with respect to outside counsel (for the avoidance of doubt, including such fees and expenses incurred prior to the Effective Date in connection with the establishment of the Advantennis Trust and the Trust Advisory Board) in the same manner and priority as the compensation and expenses of the Advantennis Trustee under this Trust Agreement, in accordance with the Budget (as defined herein). Except as provided for in this Section 3.3, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation; provided, however, that the Independent TAB Member shall be entitled to receive such compensation (if any) as provided for in the Budget. The initial Budget shall include an appropriate reserve for the fees and expenses of the Trust Advisory Board.

3.4 Limitations on Advantennis Trustee's Authority and the Trust Advisory Board's Authority.

(a) Notwithstanding anything herein to the contrary, the Advantennis Trustee shall not and shall not be authorized to engage in any trade or business and shall take (i) such actions consistent with the orderly liquidation of the Advantennis Trust Assets as are required by applicable law, the Plan and the Confirmation Order and (ii) such actions permitted hereunder; provided, however, that, the Advantennis Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the Advantennis Trust as liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

(b) The Advantennis Trustee shall prepare and submit to the Trust Advisory Board for approval an annual plan and budget at least thirty (30) days prior to the commencement of each fiscal year of the Advantennis Trust; provided, however, that the first such report shall be submitted no later than forty-five (45) days after the Effective Date. Each fiscal year of the Advantennis Trust shall end on December 31st and commence on January 1st. The Trust Advisory Board shall review and approve (with such revisions as the Trust Advisory Board requires) the annual plan and budget within thirty (30) days of the date on which such annual plan and budget is submitted to the Trust Advisory Board for approval. Prior to the submission and approval of the initial plan and budget, the Advantennis Trustee shall be permitted to pay the reasonable, documented fees, costs and expenses of the Advantennis Trust and the Advantennis Trustee. The annual plan and budget shall set forth in reasonable detail: (i) the Advantennis Trustee's anticipated actions to administer and liquidate the Advantennis Trust Assets; and (ii) the reasonably anticipated expenses (including the expenses of any attorneys and other professionals engaged by the Advantennis Trustee to assist in its duties) associated with conducting the affairs of the Advantennis Trust. Any such annual plan and budget as approved by the Trust Advisory Board is referred to herein as the "Budget". The Advantennis Trustee may seek approval of amendments to the Budget from time-to-time by making a request to the Trust Advisory Board and the Trust Advisory Board shall, within thirty (30) days of receiving such request, approve or reject such amendments by notice to the Advantennis Trustee. All actions by the Advantennis Trustee must be consistent with the then current Budget, provided that the Advantennis Trustee may take action outside the Budget as provided in Section 3.4(c).

(c) Notwithstanding anything herein to the contrary, the Advantennis Trustee shall submit to the Trust Advisory Board for its review and prior written approval the following matters:

(i) any decision to compromise, settle, or otherwise resolve any Unresolved Claims, other than with respect to Administrative Expense Claims relating to compensation of professionals, that would result in an Allowed Claim in an amount in excess of \$1,000,000, and any decision to compromise, settle, or otherwise resolve any affirmative claims of the Advantennis Trust (whether or not asserted) in excess of \$1,000,000;

(ii) subject to Section 3.2(b), incurrence of any cost or expense of the Advantennis Trust that is either not reflected in the Budget or exceeds the particular line item in the Budget by more than 15%; provided, however, that approval of the Trust Advisory Board shall not be required in the case of any cost or expense authorized by further order of the Bankruptcy Court; and

(iii) Any amendment of this Advantennis Trust Agreement as provided in Section 9.1 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, in determining whether to provide or decline its consent and in connection with any actions to be taken by the Trust Advisory Board hereunder, the Trust Advisory Board shall always act in furtherance of the purposes of the Advantennis Trust and the treatment of the Advantennis Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d).

3.5 Books and Records. The Advantennis Trustee shall maintain in respect of the Advantennis Trust and the Advantennis Trust Beneficiaries books and records relating to the Advantennis Trust Assets and income of the Advantennis Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Advantennis Trust in such detail and for such period of time as may be necessary to enable him to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Advantennis Trust. Except as expressly provided herein, nothing in this Advantennis Trust Agreement requires the Advantennis Trustee to file any accounting or seek approval of any court with respect to the administration of the Advantennis Trust or as a condition for managing any payment or distribution out of the Advantennis Trust Assets. The Advantennis Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court.

3.6 Additional Powers. Except as otherwise set forth in this Advantennis Trust Agreement or in the Plan, and subject to the continuation of the treatment of the Advantennis Trust as a liquidating trust for United States federal income tax purposes and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the Advantennis Trustee may control and exercise authority over the Advantennis Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the Advantennis Trust shall be obligated to inquire into the authority of the Advantennis

Trustee in connection with the protection, conservation, liquidation, or disposition of the Advantennis Trust Assets.

3.7 Distributions.

(a) The Advantennis Trustee shall make the Initial Distribution as soon as practicable after the Effective Date and use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date. The Advantennis Trustee shall make at least one distribution in each year, one of which shall be made on or about December 31st of such year, to the holders of the Advantennis Trust Beneficial Interests of all Cash on hand in accordance with the terms hereof and the priorities that are set forth in the Plan (including any Cash received from the Debtor on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.4(j) of the Plan) except such amounts (i) as are retained by the Advantennis Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Advantennis Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated fees and expenses (including any taxes imposed on the Advantennis Trust or in respect of the Advantennis Trust Assets) of the Advantennis Trust, the Advantennis Trustee and the members of the Trust Advisory Board, and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the Advantennis Trust or imposed on the Advantennis Trust in accordance with the Plan or this Advantennis Trust Agreement.

(b) All distributions made by the Advantennis Trustee to holders pursuant to this Section 3.7 shall be payable to the holders of record listed on the claims register as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the Advantennis Trustee shall distribute such Cash by wire, check, or such other form as the Advantennis Trustee deems appropriate under the circumstances. For the avoidance of doubt, pursuant to the Plan, the Advantennis Trustee is entitled to recognize and deal with only those holders of record as of the Distribution Record Date, (i) unless an Advantennis Trust Beneficiary's interest shall have passed to a legal representative or other successor as described in Section 2.1 of this Advantennis Trust Agreement, or (ii) a holder's claim was filed after the Distribution Record Date as provided for in the Plan.

3.8 Tax Reporting Duties of the Advantennis Trustee.

(a) In addition to the reporting duties of the Advantennis Trustee under ARTICLE VI hereof, the Advantennis Trustee shall file returns (including United States federal returns) for the Advantennis Trust treating the Advantennis Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with Section 1.2(c), this Section 3.8 and Section 5.4 of the Plan. Annually (but no later than sixty (60) days following the end of each calendar year), the Advantennis Trustee shall send to each holder of an Advantennis Trust Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The Advantennis Trustee shall also file (or cause to be filed) any other statements,

returns, or disclosures relating to the Advantennis Trust that are required by any governmental unit.

(b) In furtherance of the provisions of Section 3.8(a) hereof, allocations of the Advantennis Trust's taxable income among the Advantennis Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined in good faith by the Advantennis Trustee by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Advantennis Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Unresolved Claims Reserve) to the holders of the Advantennis Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Advantennis Trust. Similarly, taxable loss of the Advantennis Trust shall be allocated in good faith by the Advantennis Trustee by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Advantennis Trust Assets. The tax book value of the Advantennis Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements, as determined in good faith by the Advantennis Trustee.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the Advantennis Trustee of a private letter ruling if the Advantennis Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Advantennis Trustee), the Advantennis Trustee shall (i) timely elect to treat any Advantennis Trust Assets allocable to the Unresolved Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Advantennis Trustee, the Debtor and the Advantennis Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(d) The Advantennis Trustee shall be responsible for payment, out of the Advantennis Trust Assets, of any taxes imposed on the trust or its assets, including the Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the Unresolved Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Unresolved Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Unresolved Claims, or (ii) to the extent such Unresolved Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Advantennis Trustee as a result of the resolution of such Unresolved Claims.

(e) The Advantennis Trustee may request an expedited determination of taxes of the Advantennis Trust, including the Unresolved Claims Reserve, or the Debtor under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Advantennis Trust or the Debtor for all taxable periods through the dissolution of the Advantennis Trust.

(f) The Advantennis Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of the Advantennis Trust Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the Advantennis Trust Beneficial Interests for all purposes of this Advantennis Trust Agreement. The Advantennis Trustee shall be authorized to collect such tax information from the holders of the Advantennis Trust Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this Advantennis Trust Agreement. In order to receive distributions under the Plan, all holders of the Advantennis Trust Beneficial Interests will need to identify themselves to the Advantennis Trustee and provide tax information and the specifics of their holdings, to the extent the Advantennis Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable, for each holder). The Advantennis Trustee may refuse to make a distribution to any holder of an Advantennis Trust Beneficial Interest that fails to furnish such information until such information is delivered; provided, however, that, upon the delivery of such information by a holder of an Advantennis Trust Beneficial Interest, the Advantennis Trustee shall make such distribution to which the holder of the Advantennis Trust Beneficial Interest is entitled, without interest; and, provided further that, if the holder fails to comply with such a request within one-year, such distribution shall be deemed an unclaimed distribution, and, provided further that, if the Advantennis Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Advantennis Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Advantennis Trustee for such liability.

3.9 Tax Powers.

(a) For all taxable periods ending on or prior to the Effective Date, the Advantennis Trustee shall have full and exclusive authority in respect of all taxes of the Debtor to the same extent as if the Advantennis Trustee was the debtor in possession.

(b) Following the Effective Date, the Advantennis Trustee shall prepare and file (or cause to be prepared and filed) on behalf of the Debtor, all tax returns, reports, certificates, forms or similar statements or documents (collectively, "Tax Returns") required to be filed or that the Advantennis Trustee otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds.

(c) In furtherance thereof, the Debtor shall execute, on or prior to the Effective Date, a power of attorney authorizing the Advantennis Trustee to take actions consistent with Section 3.9(a) and (b) to the same extent as if the Advantennis Trustee were the Debtor.

(d) Following the Effective Date, the Advantennis Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes (i) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending on or prior to the Effective Date, and (ii) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending after the Effective Date; provided, however, that the Advantennis Trustee

shall only have whatever rights the Debtor has pursuant to the FDIC Settlement Agreement and the Advantennis Trustee shall be contractually bound to all restrictions in the FDIC Settlement Agreement with respect to tax filings.

(e) The Advantennis Trustee and each Debtor shall reasonably cooperate with each other and with each “Liquidating Trustee” and “Debtor” (within the meaning of the Plan), and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns (including amended Tax Returns and claims for refunds) and in resolving all disputes and audits with respect to all taxable periods relating to the “Debtors” (within the meaning of the Plan). Any information obtained under this Section 3.9(e) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refunds or in conducting an audit or other proceeding. Pursuant to Section 3.9(e) of the Plan, at the reasonable request of any Advantennis Trustee, Reorganized Advanta or ASC shall file any claim for refund (including through an amended Tax Return) under its authority under Section 3.9(a) with respect to any taxable period ending on or prior to the Effective Date that naturally follows from any Tax Returns previously filed or the resolution of any dispute or audit.

(f) See Section 5.4(h) of the Plan with respect to non-Debtor Affiliates of the Debtor.

3.10 Compliance with Laws. Any and all distributions of Advantennis Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

3.11 Confidentiality. Each member of the Trust Advisory Board shall at all times 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 Advantennis Trust Assets relate or of which such member has become aware in its capacity as a member of the Trust Advisory Board, except as otherwise required by law.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The Advantennis Trustee will initially be FTI Consulting, Inc. The Advantennis Trustee shall serve as trustee until its successor shall have been appointed in accordance with ARTICLE VI or until resignation, death or removal. The Advantennis Trustee’s powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Advantennis Trust and not otherwise.

4.2 Responsibilities of Advantennis Trustee. The Advantennis Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Advantennis Trust Assets, make timely distributions and not unduly prolong the duration of the Advantennis Trust. In so doing, the Advantennis Trustee will exercise its reasonable business judgment in liquidating the Advantennis Trust Assets. The liquidation of the Advantennis Trust Assets may be accomplished, in the Advantennis Trustee’s discretion, through the sale of Advantennis Trust Assets (in whole or in part). In connection therewith, the Advantennis Trustee will have the

power to object to Claims under the Plan and prosecute for the benefit of the Advantennis Trust all claims, rights and Causes of Action transferred to the Advantennis Trust, whether such suits are brought in the name of the Advantennis Trust, the Debtor, or otherwise for the benefit of the Advantennis Trust Beneficiaries. Any and all proceeds generated from such Advantennis Trust Assets shall be held by the Advantennis Trust. Except as expressly set forth herein, the Advantennis Trustee shall have the discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as the Advantennis Trustee determines are in the best interests of the Advantennis Trust Beneficiaries and consistent with the purposes of the Advantennis Trust and shall have no liability for the outcome of its decision. Subject to Section 3.4(b), the Advantennis Trustee may incur any reasonable and necessary expenses in liquidating, distributing and protecting the Advantennis Trust Assets.

4.3 Cash. The Advantennis Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

4.4 Expense Reimbursement and Compensation.

(a) The costs and expenses of the Advantennis Trust, including the fees and expenses of the Advantennis Trustee and the Advantennis Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserve, shall be paid out of the Advantennis Trust Assets; provided, however, that such fees and expenses may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court. Fees and expenses incurred in connection with the prosecution and settlement of any Claims or the objection to any Claims shall be considered costs and expenses of the Advantennis Trust.

(b) The Advantennis Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles; provided, however, that such compensation may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court.

4.5 Insurance. The Advantennis Trust shall be authorized to establish and maintain at the expense of the Advantennis Trust customary insurance coverage for the protection of the Advantennis Trustee, the members of the Trust Advisory Board, the employees, officers, directors, agents, representatives, counsel or advisors of the Advantennis Trustee or any member of the Trust Advisory Board, any Person serving as officers or directors of Reorganized Advanta after the Effective Date and any Persons who are serving as trustee, administrator or overseer of the Trusts on and after the Effective Date, as the Advantennis Trustee determines to be reasonably appropriate in consultation with the Trust Advisory Board whether or not the Advantennis Trust would have the legal power to directly indemnify any of the foregoing against the liabilities covered by such insurance. The Advantennis Trustee also may obtain such insurance coverage as it determines is reasonably necessary and appropriate with respect to real and personal property which is or may become Advantennis Trust Assets, if any.

4.6 Preservation of Privilege and Defenses. In connection with the rights, claims and Causes of Action that constitute Advantennis Trust Assets, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Advantennis Trust shall vest in the Advantennis Trustee (in its capacity as such).

4.7 Confidentiality. The Advantennis Trustee shall at all times 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 Advantennis Trust Assets relate or of which the Advantennis Trustee has become aware in its capacity as Advantennis Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The Advantennis Trustee may be removed for cause by the unanimous vote of the members of the Trust Advisory Board. Such removal shall become effective on the date action is taken.

5.2 Resignation. The Advantennis Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Trust Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, or (b) the appointment of a successor Advantennis Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor Advantennis Trustee by the Bankruptcy Court. If a successor Advantennis Trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Advantennis Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor Advantennis Trustee. In the event of the death (in the case of an Advantennis Trustee that is a natural person), dissolution (in the case of an Advantennis Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof, incompetency, or removal of the Advantennis Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor Advantennis Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor Advantennis Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring Advantennis Trustee an instrument accepting the appointment under this Advantennis Trust Agreement and agreeing to be bound thereto, and thereupon the successor Advantennis Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring Advantennis Trustee pursuant to this Advantennis Trust Agreement and the Plan; provided, however, that a removed or resigning Advantennis Trustee shall, nevertheless, when requested in writing by the successor Advantennis Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor Advantennis Trustee under the Advantennis Trust all the estates, properties, rights, powers and privileges of such predecessor Advantennis Trustee.

ARTICLE VI

REPORTS TO ADVANTENNIS TRUST BENEFICIARIES

6.1 Annual and Final Reports. As soon as practicable after the end of each calendar year, and as soon as practicable upon termination of the Advantennis Trust, the Advantennis Trustee shall make available to each Advantennis Trust Beneficiary appearing on its records as of the end of such period or such date of termination, and whose Allowed Claim has not been paid in full, a written report including: (a) financial statements prepared in accordance with United States generally accepted accounting principles of the Advantennis Trust for such period; (b) a description of any action taken by the Advantennis Trustee in the performance of its duties that materially affects the Advantennis Trust and of which notice has not previously been given to the Advantennis Trust Beneficiaries; and (c) a description of the progress of converting Advantennis Trust Assets to Cash and making distributions to the Advantennis Trust Beneficiaries and any other material information relating to the Advantennis Trust Assets and the administration of the Advantennis Trust. The Advantennis Trustee shall also prepare and make available such additional reports regarding the Advantennis Trust as are reasonably requested by the Trust Advisory Board from time to time.

ARTICLE VII

DISSOLUTION OF ADVANTENNIS TRUST

7.1 Dissolution of Advantennis Trust.

(a) The Advantennis Trust shall be dissolved at the earlier of (even if Advantennis Trust Beneficiaries have not been paid in full) (i) all of the Advantennis Trust Assets having been distributed pursuant to the Plan and this Advantennis Trust Agreement, (ii) the Advantennis Trustee determining, in its sole discretion, that the administration of the Advantennis Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Advantennis Trustee under the Plan and the Advantennis Trust Agreement having been made; provided, however, that in no event shall the Advantennis Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) months prior to the third anniversary (or at least six (6) months prior to the end of an extension period), determines that a fixed-period extension (not to exceed two (2) extensions, each extension not to exceed eighteen (18) months, and without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Advantennis Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Advantennis Trust Assets. If at any time the Advantennis Trustee determines, in reliance upon such professionals as the Advantennis Trustee may retain, that the expense of administering the Advantennis Trust, including the making of a final distribution to the Advantennis Trust Beneficiaries, is likely to exceed the value of the remaining Advantennis Trust Assets, the Advantennis Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the Advantennis Trust, (ii) donate any balance to a charitable organization or a charitable trust that is not an Affiliate of the Debtor, the Advantennis Trust, the Advantennis Trustee, or any insider of any of the foregoing,

and (iii) dissolve the Advantennis Trust. Upon dissolution of the Advantennis Trust, the Advantennis Trustee shall be discharged from its role as trustee of the Advantennis Trust.

(b) The Advantennis Trustee shall not unduly prolong the duration of the Advantennis Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute Advantennis Trust Assets and to effect the distribution of the Advantennis Trust Assets to the Advantennis Trust Beneficiaries in accordance with the terms hereof and dissolve the Advantennis Trust as soon as practicable. Subject to Section 7.1(a) hereof, prior to or upon dissolution of the Advantennis Trust, the Advantennis Trust Assets will be distributed to the Advantennis Trust Beneficiaries, pursuant to the provisions set forth in Section 3.7 hereof. If any Advantennis Trust Assets are not duly claimed, such Advantennis Trust Assets will be redistributed *pro rata* to all other Advantennis Trust Beneficiaries receiving Advantennis Trust Assets pursuant to Section 3.7 hereof.

7.2 Continuance of Trust for Winding Up. After the dissolution of the Advantennis Trust and for the purpose of liquidating and winding up the affairs of the Advantennis Trust, the Advantennis Trustee shall continue to act as such until its duties have been fully performed. Upon dissolution of the Advantennis Trust, the Advantennis Trustee shall retain for a period of two (2) years the books, records, lists of the Advantennis Trust Beneficiaries, the register of Advantennis Trust Beneficiaries and certificates and other documents and files which shall have been delivered to or created by the Advantennis Trustee that were not already disposed of as provided in Section 3.5 hereof. Subject to the consent of the Trust Advisory Board, at the Advantennis Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the Advantennis Trust; provided, however, that the Advantennis Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation to which either the Debtor or its current or former officer or directors are a party. Except as otherwise specifically provided herein, upon the dissolution of the Advantennis Trust, the Advantennis Trustee shall have no further duties or obligations hereunder.

ARTICLE VIII

LIMITATIONS ON LIABILITY; INDEMNIFICATION

8.1 Liability of Advantennis Trustee; Indemnification. The Advantennis Trustee or the individuals comprising the Advantennis Trustee, and the Advantennis Trustee's employees, officers, directors, agents, representatives, and professionals, as the case may be, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Advantennis Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities in respect of that person's or entity's or the Advantennis Trustee's actions or inactions regarding the implementation or administration of this Advantennis Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional

fraud, willful misconduct or gross negligence. Any claim of the Advantennis Trustee (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Advantennis Trust Assets or any applicable insurance coverage. The Advantennis Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals. The Advantennis Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals regardless of whether such advice is provided in writing. Notwithstanding the foregoing, the Advantennis Trustee shall not be under any obligation to consult with its retained professionals, and its determination not to do so shall not result in the imposition of liability on the Advantennis Trustee unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.2 Liability of Trust Advisory Board; Indemnification. Each member of the Trust Advisory Board and each respective member's employees, officers, directors, agents, representatives, and professionals shall be held harmless and shall not be liable for actions taken or omitted in their capacity as such, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such member may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such member in respect of that member's or the Trust Advisory Board's actions or inactions regarding the implementation or administration of this Advantennis Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of a member of the Trust Advisory Board (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Advantennis Trust Assets or any applicable insurance coverage. The members of the Trust Advisory Board shall be entitled to rely, in good faith, on the advice of the Trust Advisory Board's retained professionals. Notwithstanding the foregoing, the members of the Trust Advisory Board shall not be under any obligation to consult with the Trust Advisory Board's retained professionals, and a determination not to do so shall not result in the imposition of liability on the Trust Advisory Board or its members unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.3 Reliance by Advantennis Trustee and Trust Advisory Board. Except as otherwise provided in Section 8.1 or Section 8.2 hereof:

(a) The Advantennis Trustee and each member of the Trust Advisory Board may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper, document, spreadsheet, or database reasonably believed by the Advantennis Trustee or such member, as applicable, to be genuine and to have been signed or presented by the proper party or parties; and

(b) Except for those liabilities that are determined by Final Order to have arisen out of the intentional fraud, willful misconduct or gross negligence of the Advantennis Trustee or a member of the Trust Advisory Board, as applicable, persons dealing with the Advantennis Trustee or the Trust Advisory Board shall look only to the Advantennis Trust Assets to satisfy any liability incurred by the Advantennis Trustee or the Trust Advisory Board,

as applicable, to such person in carrying out the terms of this Advantennis Trust Agreement, and neither the Advantennis Trustee, the Trust Advisory Board nor any of their designees, partners, affiliates, agents, employees, representatives, attorneys, or professionals shall have any personal obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any material provision of this Advantennis Trust Agreement may be amended or waived by the Advantennis Trustee with the consent of the Trust Advisory Board and the approval by the Bankruptcy Court. Amendments to immaterial provisions to this Advantennis Trust Agreement may be made as necessary, to clarify this Advantennis Trust Agreement or enable the Advantennis Trustee to effectuate the terms of this Advantennis Trust Agreement, by the Advantennis Trustee without Bankruptcy Court approval but subject to the consent of the Trust Advisory Board. Notwithstanding this Section 9.1, any amendments to this Advantennis Trust Agreement shall not be inconsistent with the purpose and intention of the Advantennis Trust to liquidate in an expeditious but orderly manner the Advantennis Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Advantennis Trust. This Advantennis Trust Agreement is intended to create a liquidating 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 trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Advantennis Trust Agreement may be amended to comply with such United States federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction. This Advantennis Trust Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to provisions, policies, or principles thereof governing conflict or choice of laws.

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

10.4 Notices. Except as otherwise provided herein, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the

person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.4):

If to the Advantennis Trustee:

[•]
Attn: [•]
[•]
Facsimile: [•]

If to the Debtor:

Weil, Gotshal & Manges LLP
Attn: Robert J. Lemons
767 Fifth Avenue
New York, New York, 10153
Facsimile: 212-310-8007

If to an Advantennis Trust Beneficiary:

To the name and address set forth on the registry
maintained by the Advantennis Trustee.

If to the Trust Advisory Board:

[•]
Attn: [•]
[•]
Facsimile: [•]

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

10.6 Relationship to the Plan. The principal purpose of this Advantennis Trust Agreement is to aid in the implementation of the Plan and therefore this Advantennis Trust Agreement incorporates the provisions of the Plan. If any provisions of this Advantennis Trust Agreement are found to conflict with the provisions of the Plan, the provisions of the Plan shall control except for inconsistencies or clarifications in furtherance of the treatment of the Advantennis Trust as a liquidating trust for United States federal income tax purposes, in which case the provisions of this Advantennis Trust Agreement shall control.

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

DEBTOR:

ADVANTENNIS CORP.

By: _____

Name:

Title:

TRUSTEE:

FTI CONSULTING, INC.
solely as Advantennis Trustee

By: _____

Name:

Annex A
Trust Advisory Board

Manewitz/Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, L.P.

Exhibit 1.69

AMCUSA Trust Agreement

AMCUSA TRUST AGREEMENT

This AMCUSA Trust Agreement (the “AMCUSA Trust Agreement”), dated as of ____, 2011, is entered into by and among Advanta Mortgage Corp. USA., a Delaware corporation, as debtor and debtor in possession (collectively, the “Debtor”), and FTI Consulting, Inc. solely in its capacity as AMCUSA Trustee (together with any successor appointed under the terms hereof, the “AMCUSA Trustee”),¹ and is executed in connection with the Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, dated November 2, 2010 (as the same may have been amended, modified or supplemented from time to time, the “Plan”), which was confirmed by the United States Bankruptcy Court on ____, 2011, and which provides for the establishment of an AMCUSA Trust evidenced hereby (the “AMCUSA Trust”). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to such terms in the Plan.

W I T N E S S E T H

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

WHEREAS, the AMCUSA Trust is created on behalf of, and for the sole benefit of, the AMCUSA Trust Beneficiaries;

WHEREAS, the Plan provides for the creation of an AMCUSA Trust that will (i) receive from the Debtor all of the AMCUSA Trust Assets, (ii) hold the AMCUSA Trust Assets in trust for the benefit of the AMCUSA Trust Beneficiaries as provided in the Plan and herein and (iii) oversee and direct the liquidation of the AMCUSA Trust Assets held by it for the benefit of the AMCUSA Trust Beneficiaries pursuant to the terms of the Plan and this AMCUSA Trust Agreement;

WHEREAS, the AMCUSA Trust is established hereunder for the sole purpose of liquidating and distributing its assets, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the AMCUSA Trust is intended to qualify as a “AMCUSA Trust” within the meaning of Treasury Regulation section 301.7701-4(d) and, as such, as a “grantor trust” for United States federal income tax purposes, with the AMCUSA Trust Beneficiaries treated as the grantors and owners of the AMCUSA Trust;

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

¹ There may also be a resident Delaware trustee for the purposes of 12 §3807 of the Delaware Code.

ARTICLE I

ESTABLISHMENT OF THE AMCUSA TRUST

1.1 Establishment and Declaration of Trust.

(a) Name. This Trust shall be known as the “AMCUSA Trust” in which name the AMCUSA Trustee may conduct the affairs of the AMCUSA Trust.

(b) Declaration of Trust. Pursuant to the Plan, the Debtor and the AMCUSA Trustee hereby establish the AMCUSA Trust on behalf of and for the benefit of the AMCUSA Trust Beneficiaries and, on the Effective Date, the Debtor hereby irrevocably and absolutely transfer, assign, convey and deliver to the AMCUSA Trustee for the benefit of the AMCUSA Trust Beneficiaries all of their right, title and interest (whether legal, beneficial, or otherwise) in and to the AMCUSA Trust Assets free and clear of any lien, claim, encumbrance, or interest in such property of any other person or entity (except as provided herein) in trust to and for the benefit of the AMCUSA Trust Beneficiaries for the uses and purposes stated herein and in the Plan. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. In connection with the transfer of the AMCUSA Trust Assets to the AMCUSA Trust, all rights and Causes of Action and all Books and Privileges relating to such AMCUSA Trust Assets shall be transferred to the AMCUSA Trust and shall vest in the AMCUSA Trustee solely in its capacity as such. Effective as of the date hereof, the AMCUSA Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the AMCUSA Trust. The AMCUSA Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the AMCUSA Trust.

(c) Appointment of AMCUSA Trustee. The AMCUSA Trustee is hereby appointed as trustee of the AMCUSA Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

(d) Acceptance of Trust. The AMCUSA Trustee agrees to accept and hold the AMCUSA Trust Assets in trust for the AMCUSA Trust Beneficiaries, subject to the terms of this AMCUSA Trust Agreement and the Plan.

1.2 Title to AMCUSA Trust Assets.

(a) Except as otherwise provided by the Plan or this AMCUSA Trust Agreement, upon the Effective Date, title to the AMCUSA Trust Assets shall pass to the AMCUSA Trust free and clear of all Claims and equity interests in accordance with section 1141 of the Bankruptcy Code.

(b) Upon the transfer to the AMCUSA Trust of the AMCUSA Trust Assets, the AMCUSA Trustee shall succeed to all of the Debtor's right, title and interest in and to the AMCUSA Trust Assets, and the Debtor will have no further interest or rights in or with respect to the AMCUSA Trust Assets.

(c) For all United States federal income tax purposes, all parties (including, without limitation, the Debtor, the AMCUSA Trustee and the AMCUSA Trust Beneficiaries) shall treat the transfer by the Debtor of the AMCUSA Trust Assets to the AMCUSA Trust as (i) a transfer of the AMCUSA Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed Claims and Equity Interests receiving AMCUSA Trust Beneficial Interests relating thereto and, to the extent the AMCUSA Trust Assets are allocable to Unresolved Claims, to the Unresolved Claims Reserve, followed by (ii) the transfer by such beneficiaries to the AMCUSA Trust of the AMCUSA Trust Assets (other than the AMCUSA Trust Assets allocable to the Unresolved Claims Reserve) in exchange for AMCUSA Trust Beneficial Interests. Accordingly, the AMCUSA Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the AMCUSA Trust Assets (other than such AMCUSA Trust Assets as are allocable to the Unresolved Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(d) With respect to all AMCUSA Trust Assets, the AMCUSA Trustee will directly and indirectly be the representative of the Debtor's Estate, as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, and will have the rights and powers provided for in the Bankruptcy Code, including section 1107 thereof, in addition to any rights and powers granted in this AMCUSA Trust Agreement and in the Plan. The AMCUSA Trustee will be the successor-in-interest to the Debtor with respect to any action that was or could have been commenced by the Debtor prior to the Effective Date that is related to an AMCUSA Trust Asset and shall be deemed substituted for the same as the party in such litigation. The AMCUSA Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its Estate may hold against any person or entity, that constitute AMCUSA Trust Assets. All actions, claims, rights, or interests constituting AMCUSA Trust Assets are preserved and retained and may be enforced by the AMCUSA Trustee as the representative of the Debtor's Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The AMCUSA Trustee will be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan (insofar as it affects the AMCUSA Trust or the AMCUSA Trust Assets).

1.3 Valuation of AMCUSA Trust Assets. As soon as practicable after the Effective Date, the AMCUSA Trustee, in reliance upon such professionals as the AMCUSA Trustee may retain in accordance herewith, shall make a good-faith valuation of the AMCUSA Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtor, the AMCUSA Trustee and the AMCUSA Trust Beneficiaries) for all United States federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the AMCUSA Trust Assets.

ARTICLE II

AMCUSA TRUST BENEFICIARIES

2.1 Rights of the AMCUSA Trust Beneficiaries. Each AMCUSA Trust Beneficiary shall take and hold its AMCUSA Trust Beneficial Interest subject to all of the terms and

provisions of this AMCUSA Trust Agreement and the Plan, including payment of any Allowed Claims payable pursuant to Article II and Article IV of the Plan. The interest of an AMCUSA Trust Beneficiary is in all respects personal property, and upon the death, insolvency or incapacity of an AMCUSA Trust Beneficiary, as applicable, such AMCUSA Trust Beneficiary's interest shall pass to the legal representative or other successor, as applicable, of such AMCUSA Trust Beneficiary, and such death, insolvency or incapacity shall not terminate or affect the validity of this AMCUSA Trust Agreement. An AMCUSA Trust Beneficiary shall have no title to, right to, possession of, management of, or control of, the AMCUSA Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased AMCUSA Trust Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the AMCUSA Trust Assets, but the whole title to all the AMCUSA Trust Assets shall be vested in the AMCUSA Trustee and the sole interest of the AMCUSA Trust Beneficiaries shall be the rights and benefits given to such persons under this AMCUSA Trust Agreement.

2.2 No Legal Title in AMCUSA Trust Beneficiaries. No AMCUSA Trust Beneficiary shall have legal title to any part of the AMCUSA Trust Assets. No transfer by operation of law or otherwise, of the right, title and interest of any AMCUSA Trust Beneficiary in and to the AMCUSA Trust Assets or hereunder shall operate to terminate this AMCUSA Trust or entitle any successor or transferee of such AMCUSA Trust Beneficiary to an accounting or to the transfer to it of legal title to any part of the AMCUSA Trust Assets.

2.3 Identification of AMCUSA Trust Beneficiaries. The record holders of interests in the AMCUSA Trust shall be recorded and set forth in a register maintained by the AMCUSA Trustee expressly for such purpose. Except as otherwise required by law, references in this AMCUSA Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the official register maintained by the AMCUSA Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the AMCUSA Trustee may establish a record date, which the AMCUSA Trustee deems practicable for determining the holders for a particular purpose. Any distributions to the AMCUSA Trust Beneficiaries shall be accomplished as set forth in the Plan and herein.

2.4 Transfers. The AMCUSA Trust Beneficial Interests shall not be certificated, shall only be issued in book-entry form, and shall not be transferable or assignable except by will, intestate succession or operation of law.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the AMCUSA Trust. The AMCUSA Trust is established for the sole purpose of liquidating and distributing the AMCUSA Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

3.2 Authority of AMCUSA Trustee.

(a) In connection with the administration of the AMCUSA Trust and the Plan, except as set forth in this AMCUSA Trust Agreement, the AMCUSA Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the AMCUSA Trust and to carry out its responsibilities under the Plan. Without limiting the foregoing, and subject to Section 3.4 hereof, the AMCUSA Trustee shall, among other things, have the rights, powers and duties:

(i) to hold, manage, dispose of, sell, convert to Cash and distribute the AMCUSA Trust Assets, including investigating, prosecuting and resolving the Causes of Action belonging to the AMCUSA Trust;

(ii) to hold the AMCUSA Trust Assets for the benefit of the AMCUSA Trust Beneficiaries that are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;

(iii) in the AMCUSA Trustee's reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon the AMCUSA Trust Assets, including rights, Causes of Action or litigation of the AMCUSA Trust;

(iv) to monitor and enforce the implementation of the Plan;

(v) to file all tax and regulatory forms, returns, reports and other documents and financial information required with respect to the AMCUSA Trust;

(vi) in the AMCUSA Trustee's reasonable business judgment, to reconcile and object to Claims against the Debtor or the AMCUSA Trust, and manage, control, prosecute and/or settle on behalf of the AMCUSA Trust objections to Claims on account of which the AMCUSA Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan;

(vii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the Debtor and implement the Plan;

(viii) to hold, manage, and distribute Cash or non-Cash AMCUSA Trust Assets obtained through the exercise of the AMCUSA Trustee's power and authority;

(ix) to act as a signatory to the Debtor for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of such Debtor's assets;

(x) to dispose of the books and records transferred to the AMCUSA Trustee in a manner deemed appropriate by the AMCUSA Trustee; provided, however, that the AMCUSA Trustee shall not dispose of any books and records

that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court;

(xi) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case;

(xii) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the AMCUSA Trust and execute any documents or pleadings related to the liquidation of the AMCUSA Trust Assets or other matters related to the AMCUSA Trust;

(xiii) to establish and maintain bank accounts and terminate such accounts as the AMCUSA Trustee deems appropriate;

(xiv) to set off amounts owed to the Debtor against distributions to AMCUSA Trust Beneficiaries;

(xv) to bring suits or defend itself against such suits, if any, as the AMCUSA Trustee determines in connection with any matter arising from or related to the Plan or this AMCUSA Trust Agreement that affects in any way the rights or obligations of the AMCUSA Trust, the AMCUSA Trustee or the AMCUSA Trust Beneficiaries;

(xvi) obtain and maintain insurance coverage with respect to the liabilities and obligations of the AMCUSA Trustee and the Trust Advisory Board and its members in accordance with Section 4.5 of this AMCUSA Trust Agreement;

(xvii) to take all actions necessary and appropriate to minimize any adverse state or federal tax consequences to the AMCUSA Trust Beneficiaries provided such actions do not result in an adverse tax consequence to the AMCUSA Trust and are consistent with and are not contrary to the treatment of the AMCUSA Trust as a “grantor trust” for United States federal income tax purposes; and

(xviii) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and this AMCUSA Trust Agreement.

Notwithstanding the foregoing, neither the AMCUSA Trustee nor any other person that is an Affiliate of the AMCUSA Trust or the Debtor shall take any action to facilitate or encourage any trading in AMCUSA Trust Beneficial Interests or in any instrument tied to the value of such interests.

(b) The AMCUSA Trustee may retain and compensate attorneys and other professionals to assist in its duties as the trustee of the AMCUSA Trust on such terms (including on a contingency or hourly basis) as the AMCUSA Trustee deems appropriate without Bankruptcy Court approval; provided, however, that such compensation may not exceed the amount reflected in the Budget (as defined below) by more than 15% for each professional,

unless approved by the Trust Advisory Board (as defined below) or further order of the Bankruptcy Court.

(c) In all circumstances, the AMCUSA Trustee shall act in the best interests of all of the AMCUSA Trust Beneficiaries and in furtherance of the purpose of the AMCUSA Trust.

3.3 Establishment of Trust Advisory Board.

(a) The “Trust Advisory Board” means the board to be appointed in accordance with, and to exercise the duties set forth in, this AMCUSA Trust Agreement. The Trust Advisory Board shall be comprised of three (3) members, with the initial members of the Trust Advisory Board to be selected by the Debtor (with the consent of the Creditors’ Committee) and any subsequent members to be appointed in accordance with the terms of this AMCUSA Trust Agreement. Two members of the Trust Advisory Board shall be holders of a Beneficial Interest in any of the Trusts, or a designee of such holder, and the other member of the Trust Advisory Board (the “Independent TAB Member”) shall not hold a Beneficial Interest in any of the Trusts, or be a designee of any holder. All of the members of the Trust Advisory Board shall not be or have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The initial members of the Trust Advisory Board are set forth on Annex A hereto. The members of the Trust Advisory Board may also be members of any trust advisory board that is established for any of the other Trusts.

(b) Each member of the Trust Advisory Board shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Trust Advisory Board, and (ii) an alternate representative to attend meetings and participate in other activities of the Trust Advisory Board when the representatives designated pursuant to clause (i) above are unavailable. For the avoidance of doubt, such representatives shall only be recognized for so long as the member of the Trust Advisory Board who made such designation continues to be a member of the Trust Advisory Board.

(c) Notwithstanding anything in this Section 3.3 or Section 3.4, the Trust Advisory Board shall not take any action that will cause the AMCUSA Trust to fail to qualify as a “liquidating trust” for United States federal income tax purposes.

(d) A quorum for meetings of the Trust Advisory Board shall consist of a majority of the non-recused members of the Trust Advisory Board then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a member of the Trust Advisory Board shall be deemed present if a representative of the member is attending in person, by telephone or by proxy, unless such representative is attending solely to protest the meeting in question.

(e) Except as expressly provided herein, the affirmative vote of a majority of the members of the Trust Advisory Board shall be the act of the Trust Advisory Board with respect to any matter that requires the determination, consent, approval or agreement of such board; provided, however, that where one or more members of the Trust Advisory Board are recused, the unanimous vote of the non-recused members of the Trust Advisory Board shall be

required. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting. In all matters submitted to a vote of the Trust Advisory Board, each Trust Advisory Board member shall be entitled to cast one vote, which vote shall be cast personally by such Trust Advisory Board member or by proxy. In a matter in which the AMCUSA Trustee cannot obtain direction or authority from the Trust Advisory Board, the AMCUSA Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A Trust Advisory Board member and its representative shall be recused from the Trust Advisory Board's deliberations and votes on any matters as to which such member has a conflicting interest. For the avoidance of doubt, a Trust Advisory Board Member shall not be automatically deemed to have a conflicting interest solely because such Trust Advisory Board Member is the holder of a Beneficial Interest in any of the Trusts. If a Trust Advisory Board member or its representative does not recuse itself from any such matter, that Trust Advisory Board member and its representative may be recused from such matter by the unanimous vote of the remaining members of the Trust Advisory Board that are not recused or are required to be recused from the matter.

(g) Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of those Trust Advisory Board members not recused or required to be recused as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

(h) The authority of the members of the Trust Advisory Board shall be effective as of the Effective Date and shall remain and continue in full force and effect until the AMCUSA Trust is dissolved in accordance with Section 7.1 hereof. The service of the members of the Trust Advisory Board shall be subject to the following:

(i) each member of the Trust Advisory Board shall serve until the earlier of (I) such member's death or resignation pursuant to clause (ii) below, (II) such member's (or if such member is a designee of a holder of a Beneficial Interest, such holder's) Allowed Claims being paid in full, including any postpetition interest to which such holder may be entitled (if applicable), or (III) such member's removal pursuant to clause (iv) below;

(ii) a member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board and the AMCUSA Trustee. Such resignation shall be effective when a successor is appointed as provided herein;

(iii) if applicable, a member of the Trust Advisory Board shall promptly notify the other members of the Trust Advisory Board and the

AMCUSA Trustee of the payment in full of its Allowed Claims or, if the member is a designee of a holder of such Allowed Claims, of the payment in full of such holder's Allowed Claims; provided, however, that such member shall continue to serve on the Trust Advisory Board until a successor is appointed as provided herein;

(iv) the members of the Trust Advisory Board may be removed by the unanimous vote of the other members of the Trust Advisory Board only for (I) fraud or willful misconduct in connection with the affairs of the AMCUSA Trust, or (II) cause, which shall include a breach of a fiduciary duty, and shall not be subject to removal without cause;

(v) in the event of a vacancy in a member's position on the Trust Advisory Board due to resignation or payment in full of his or her Allowed Claims (or, if a member is a designee of a holder of Allowed Claims, such holder's Allowed Claims), a new member shall be appointed as soon as practicable by the vote of the Trust Advisory Board (including the member being replaced). In the event of a vacancy in a member's position on the Trust Advisory Board due to removal or death, a new member shall be appointed as soon as practicable by the unanimous vote of the remaining members of the Trust Advisory Board. In each case, the new member shall be either a holder of a Beneficial Interest in any of the Trusts (or a designee of such holder) or the Independent TAB Member, depending upon whether the Member being replaced was a holder of a Beneficial Interest or the Independent TAB Member. Further, any new member may not have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address and telephone number of the successor member of the Trust Advisory Board; and

(vi) immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority and privileges of the predecessor member of the Trust Advisory Board hereunder shall be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board shall not be liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

(i) Any member of the Trust Advisory Board may be reimbursed by the AMCUSA Trustee for its actual, reasonable out-of-pocket expenses incurred for serving on such board including, without limitation, reasonable legal fees and costs incurred by each member of the Trust Advisory Board with respect to outside counsel (for the avoidance of doubt, including such fees and expenses incurred prior to the Effective Date in connection with the establishment of the AMCUSA Trust and the Trust Advisory Board) in the same manner and priority as the compensation and expenses of the AMCUSA Trustee under this Trust Agreement, in accordance with the Budget (as defined herein). Except as provided for in this Section 3.3, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation;

provided, however, that the Independent TAB Member shall be entitled to receive such compensation (if any) as provided for in the Budget. The initial Budget shall include an appropriate reserve for the fees and expenses of the Trust Advisory Board.

3.4 Limitations on AMCUSA Trustee's Authority and the Trust Advisory Board's Authority.

(a) Notwithstanding anything herein to the contrary, the AMCUSA Trustee shall not and shall not be authorized to engage in any trade or business and shall take (i) such actions consistent with the orderly liquidation of the AMCUSA Trust Assets as are required by applicable law, the Plan and the Confirmation Order and (ii) such actions permitted hereunder; provided, however, that, the AMCUSA Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the AMCUSA Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

(b) The AMCUSA Trustee shall prepare and submit to the Trust Advisory Board for approval an annual plan and budget at least thirty (30) days prior to the commencement of each fiscal year of the AMCUSA Trust; provided, however, that the first such report shall be submitted no later than forty-five (45) days after the Effective Date. Each fiscal year of the AMCUSA Trust shall end on December 31st and commence on January 1st. The Trust Advisory Board shall review and approve (with such revisions as the Trust Advisory Board requires) the annual plan and budget within thirty (30) days of the date on which such annual plan and budget is submitted to the Trust Advisory Board for approval. Prior to the submission and approval of the initial plan and budget, the AMCUSA Trustee shall be permitted to pay the reasonable, documented fees, costs and expenses of the AMCUSA Trust and the AMCUSA Trustee. The annual plan and budget shall set forth in reasonable detail: (i) the AMCUSA Trustee's anticipated actions to administer and liquidate the AMCUSA Trust Assets; and (ii) the reasonably anticipated expenses (including the expenses of any attorneys and other professionals engaged by the AMCUSA Trustee to assist in its duties) associated with conducting the affairs of the AMCUSA Trust. Any such annual plan and budget as approved by the Trust Advisory Board is referred to herein as the "Budget". The AMCUSA Trustee may seek approval of amendments to the Budget from time-to-time by making a request to the Trust Advisory Board and the Trust Advisory Board shall, within thirty (30) days of receiving such request, approve or reject such amendments by notice to the AMCUSA Trustee. All actions by the AMCUSA Trustee must be consistent with the then current Budget, provided that the AMCUSA Trustee may take action outside the Budget as provided in Section 3.4(c).

(c) Notwithstanding anything herein to the contrary, the AMCUSA Trustee shall submit to the Trust Advisory Board for its review and prior written approval the following matters:

- (i) any decision to compromise, settle, or otherwise resolve any Unresolved Claims, other than with respect to Administrative Expense Claims relating to compensation of professionals, that would result in an Allowed Claim in an amount in excess of \$1,000,000, and any decision to compromise, settle, or

otherwise resolve any affirmative claims of the AMCUSA Trust (whether or not asserted) in excess of \$1,000,000;

(ii) subject to Section 3.2(b), incurrence of any cost or expense of the AMCUSA Trust that is either not reflected in the Budget or exceeds the particular line item in the Budget by more than 15%; provided, however, that approval of the Trust Advisory Board shall not be required in the case of any cost or expense authorized by further order of the Bankruptcy Court; and

(iii) Any amendment of this AMCUSA Trust Agreement as provided in Section 9.1 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, in determining whether to provide or decline its consent and in connection with any actions to be taken by the Trust Advisory Board hereunder, the Trust Advisory Board shall always act in furtherance of the purposes of the AMCUSA Trust and the treatment of the AMCUSA Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d).

3.5 Books and Records. The AMCUSA Trustee shall maintain in respect of the AMCUSA Trust and the AMCUSA Trust Beneficiaries books and records relating to the AMCUSA Trust Assets and income of the AMCUSA Trust and the payment of expenses of, and liabilities of claims against or assumed by, the AMCUSA Trust in such detail and for such period of time as may be necessary to enable him to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the AMCUSA Trust. Except as expressly provided herein, nothing in this AMCUSA Trust Agreement requires the AMCUSA Trustee to file any accounting or seek approval of any court with respect to the administration of the AMCUSA Trust or as a condition for managing any payment or distribution out of the AMCUSA Trust Assets. The AMCUSA Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court.

3.6 Additional Powers. Except as otherwise set forth in this AMCUSA Trust Agreement or in the Plan, and subject to the continuation of the treatment of the AMCUSA Trust as a liquidating trust for United States federal income tax purposes and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the AMCUSA Trustee may control and exercise authority over the AMCUSA Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the AMCUSA Trust shall be obligated to inquire into the authority of the AMCUSA Trustee in connection with the protection, conservation, liquidation, or disposition of the AMCUSA Trust Assets.

3.7 Distributions.

(a) The AMCUSA Trustee shall make the Initial Distribution as soon as practicable after the Effective Date and use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date. The AMCUSA Trustee shall make at least one distribution in each year, one of which shall be made on or about December 31st of such

year, to the holders of the AMCUSA Trust Beneficial Interests of all Cash on hand in accordance with the terms hereof and the priorities that are set forth in the Plan (including any Cash received from the Debtor on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.4(j) of the Plan) except such amounts (i) as are retained by the AMCUSA Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the AMCUSA Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated fees and expenses (including any taxes imposed on the AMCUSA Trust or in respect of the AMCUSA Trust Assets) of the AMCUSA Trust, the AMCUSA Trustee and the members of the Trust Advisory Board, and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the AMCUSA Trust or imposed on the AMCUSA Trust in accordance with the Plan or this AMCUSA Trust Agreement.

(b) All distributions made by the AMCUSA Trustee to holders pursuant to this Section 3.7 shall be payable to the holders of record listed on the claims register as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the AMCUSA Trustee shall distribute such Cash by wire, check, or such other form as the AMCUSA Trustee deems appropriate under the circumstances. For the avoidance of doubt, pursuant to the Plan, the AMCUSA Trustee is entitled to recognize and deal with only those holders of record as of the Distribution Record Date, (i) unless an AMCUSA Trust Beneficiary's interest shall have passed to a legal representative or other successor as described in Section 2.1 of this AMCUSA Trust Agreement, or (ii) a holder's claim was filed after the Distribution Record Date as provided for in the Plan.

3.8 Tax Reporting Duties of the AMCUSA Trustee.

(a) In addition to the reporting duties of the AMCUSA Trustee under ARTICLE VI hereof, the AMCUSA Trustee shall file returns (including United States federal returns) for the AMCUSA Trust treating the AMCUSA Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with Section 1.2(c), this Section 3.8 and Section 5.4 of the Plan. Annually (but no later than sixty (60) days following the end of each calendar year), the AMCUSA Trustee shall send to each holder of an AMCUSA Trust Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The AMCUSA Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the AMCUSA Trust that are required by any governmental unit.

(b) In furtherance of the provisions of Section 3.8(a) hereof, allocations of the AMCUSA Trust's taxable income among the AMCUSA Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined in good faith by the AMCUSA Trustee by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the AMCUSA Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Unresolved Claims

Reserve) to the holders of the AMCUSA Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the AMCUSA Trust. Similarly, taxable loss of the AMCUSA Trust shall be allocated in good faith by the AMCUSA Trustee by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining AMCUSA Trust Assets. The tax book value of the AMCUSA Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements, as determined in good faith by the AMCUSA Trustee.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the AMCUSA Trustee of a private letter ruling if the AMCUSA Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the AMCUSA Trustee), the AMCUSA Trustee shall (i) timely elect to treat any AMCUSA Trust Assets allocable to the Unresolved Claims Reserve as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the AMCUSA Trustee, the Debtor and the AMCUSA Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(d) The AMCUSA Trustee shall be responsible for payment, out of the AMCUSA Trust Assets, of any taxes imposed on the trust or its assets, including the Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the Unresolved Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Unresolved Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Unresolved Claims, or (ii) to the extent such Unresolved Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the AMCUSA Trustee as a result of the resolution of such Unresolved Claims.

(e) The AMCUSA Trustee may request an expedited determination of taxes of the AMCUSA Trust, including the Unresolved Claims Reserve, or the Debtor under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the AMCUSA Trust or the Debtor for all taxable periods through the dissolution of the AMCUSA Trust.

(f) The AMCUSA Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of the AMCUSA Trust Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the AMCUSA Trust Beneficial Interests for all purposes of this AMCUSA Trust Agreement. The AMCUSA Trustee shall be authorized to collect such tax information from the holders of the AMCUSA Trust Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this AMCUSA Trust Agreement. In order to receive distributions under the Plan, all holders of the AMCUSA Trust Beneficial

Interests will need to identify themselves to the AMCUSA Trustee and provide tax information and the specifics of their holdings, to the extent the AMCUSA Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable, for each holder). The AMCUSA Trustee may refuse to make a distribution to any holder of an AMCUSA Trust Beneficial Interest that fails to furnish such information until such information is delivered; provided, however, that, upon the delivery of such information by a holder of an AMCUSA Trust Beneficial Interest, the AMCUSA Trustee shall make such distribution to which the holder of the AMCUSA Trust Beneficial Interest is entitled, without interest; and, provided further that, if the holder fails to comply with such a request within one-year, such distribution shall be deemed an unclaimed distribution, and, provided further that, if the AMCUSA Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the AMCUSA Trustee is later held liable for the amount of such withholding, such holder shall reimburse the AMCUSA Trustee for such liability.

3.9 Tax Powers.

(a) For all taxable periods ending on or prior to the Effective Date, the AMCUSA Trustee shall have full and exclusive authority in respect of all taxes of the Debtor to the same extent as if the AMCUSA Trustee was the debtor in possession.

(b) Following the Effective Date, the AMCUSA Trustee shall prepare and file (or cause to be prepared and filed) on behalf of the Debtor(s), all tax returns, reports, certificates, forms or similar statements or documents (collectively, “Tax Returns”) required to be filed or that the AMCUSA Trustee otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds.

(c) In furtherance thereof, the Debtor shall execute, on or prior to the Effective Date, a power of attorney authorizing the AMCUSA Trustee to take actions consistent with Section 3.9(a) and (b) to the same extent as if the AMCUSA Trustee were the Debtor.

(d) Following the Effective Date, the AMCUSA Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes (i) of the Debtor(s) to the same extent as the applicable Debtor would otherwise be entitled with respect to any taxable period ending on or prior to the Effective Date, and (ii) of the Debtor(s) to the same extent as the applicable Debtor would otherwise be entitled with respect to any taxable period ending after the Effective Date; provided, however, that the AMCUSA Trustee shall only have whatever rights the Debtor have pursuant to the FDIC Settlement Agreement and the AMCUSA Trustee shall be contractually bound to all restrictions in the FDIC Settlement Agreement with respect to tax filings.

(e) The AMCUSA Trustee and each Debtor shall reasonably cooperate with each other and with each “Liquidating Trustee” and “Debtor” (within the meaning of the Plan), and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns (including amended Tax Returns and claims for refunds) and in resolving all disputes and audits with respect to all taxable periods relating to the “Debtors” (within the meaning of the Plan). Any information obtained under this Section 3.9(e) shall be kept confidential, except as may be

otherwise necessary in connection with the filing of Tax Returns or claims for refunds or in conducting an audit or other proceeding. Pursuant to Section 3.9(e) of the Plan, at the reasonable request of any AMCUSA Trustee, Reorganized Advanta or ASC shall file any claim for refund (including through an amended Tax Return) under its authority under Section 3.9(a) with respect to any taxable period ending on or prior to the Effective Date that naturally follows from any Tax Returns previously filed or the resolution of any dispute or audit.

(f) See Section 5.4(h) of the Plan with respect to non-Debtor Affiliates of the Debtor(s).

3.10 Compliance with Laws. Any and all distributions of AMCUSA Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

3.11 Confidentiality. Each member of the Trust Advisory Board shall at all times 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 AMCUSA Trust Assets relate or of which such member has become aware in its capacity as a member of the Trust Advisory Board, except as otherwise required by law.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The AMCUSA Trustee will initially be FTI Consulting, Inc. The AMCUSA Trustee shall serve as trustee until its successor shall have been appointed in accordance with ARTICLE VI or until resignation, death or removal. The AMCUSA Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this AMCUSA Trust and not otherwise.

4.2 Responsibilities of AMCUSA Trustee. The AMCUSA Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the AMCUSA Trust Assets, make timely distributions and not unduly prolong the duration of the AMCUSA Trust. In so doing, the AMCUSA Trustee will exercise its reasonable business judgment in liquidating the AMCUSA Trust Assets. The liquidation of the AMCUSA Trust Assets may be accomplished, in the AMCUSA Trustee's discretion, through the sale of AMCUSA Trust Assets (in whole or in part). In connection therewith, the AMCUSA Trustee will have the power to object to Claims under the Plan and prosecute for the benefit of the AMCUSA Trust all claims, rights and Causes of Action transferred to the AMCUSA Trust, whether such suits are brought in the name of the AMCUSA Trust, the Debtor, or otherwise for the benefit of the AMCUSA Trust Beneficiaries. Any and all proceeds generated from such AMCUSA Trust Assets shall be held by the AMCUSA Trust. Except as expressly set forth herein, the AMCUSA Trustee shall have the discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as the AMCUSA Trustee determines are in the best interests of the AMCUSA Trust Beneficiaries and consistent with the purposes of the AMCUSA Trust and shall have no liability for the outcome of its decision. Subject to Section 3.4(b), the AMCUSA Trustee may incur any reasonable and necessary expenses in liquidating, distributing and protecting the AMCUSA Trust Assets.

4.3 Cash. The AMCUSA Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

4.4 Expense Reimbursement and Compensation.

(a) The costs and expenses of the AMCUSA Trust, including the fees and expenses of the AMCUSA Trustee and the AMCUSA Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserve, shall be paid out of the AMCUSA Trust Assets; provided, however, that such fees and expenses may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court. Fees and expenses incurred in connection with the prosecution and settlement of any Claims or the objection to any Claims shall be considered costs and expenses of the AMCUSA Trust.

(b) The AMCUSA Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles; provided, however, that such compensation may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court.

4.5 Insurance. The AMCUSA Trust shall be authorized to establish and maintain at the expense of the AMCUSA Trust customary insurance coverage for the protection of the AMCUSA Trustee, the members of the Trust Advisory Board, the employees, officers, directors, agents, representatives, counsel or advisors of the AMCUSA Trustee or any member of the Trust Advisory Board, any Person serving as officers or directors of Reorganized Advanta after the Effective Date and any Persons who are serving as trustee, administrator or overseer of the Trusts on and after the Effective Date, as the AMCUSA Trustee determines to be reasonably appropriate in consultation with the Trust Advisory Board whether or not the AMCUSA Trust would have the legal power to directly indemnify any of the foregoing against the liabilities covered by such insurance. The AMCUSA Trustee also may obtain such insurance coverage as it determines is reasonably necessary and appropriate with respect to real and personal property which is or may become AMCUSA Trust Assets, if any.

4.6 Preservation of Privilege and Defenses. In connection with the rights, claims and Causes of Action that constitute AMCUSA Trust Assets, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the AMCUSA Trust shall vest in the AMCUSA Trustee (in its capacity as such).

4.7 Confidentiality. The AMCUSA Trustee shall at all times 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 AMCUSA Trust Assets relate or of which the AMCUSA Trustee has become aware in its capacity as AMCUSA Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The AMCUSA Trustee may be removed for cause by the unanimous vote of the members of the Trust Advisory Board. Such removal shall become effective on the date action is taken.

5.2 Resignation. The AMCUSA Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Trust Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, or (b) the appointment of a successor AMCUSA Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor AMCUSA Trustee by the Bankruptcy Court. If a successor AMCUSA Trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the AMCUSA Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor AMCUSA Trustee. In the event of the death (in the case of an AMCUSA Trustee that is a natural person), dissolution (in the case of an AMCUSA Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof, incompetency, or removal of the AMCUSA Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor AMCUSA Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor AMCUSA Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring AMCUSA Trustee an instrument accepting the appointment under this AMCUSA Trust Agreement and agreeing to be bound thereto, and thereupon the successor AMCUSA Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring AMCUSA Trustee pursuant to this AMCUSA Trust Agreement and the Plan; provided, however, that a removed or resigning AMCUSA Trustee shall, nevertheless, when requested in writing by the successor AMCUSA Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor AMCUSA Trustee under the AMCUSA Trust all the estates, properties, rights, powers and privileges of such predecessor AMCUSA Trustee.

ARTICLE VI

REPORTS TO AMCUSA TRUST BENEFICIARIES

6.1 Annual and Final Reports. As soon as practicable after the end of each calendar year, and as soon as practicable upon termination of the AMCUSA Trust, the AMCUSA Trustee shall make available to each AMCUSA Trust Beneficiary appearing on its records as of the end of such period or such date of termination, and whose Allowed Claim has not been paid in full, a written report including: (a) financial statements prepared in accordance with United States generally accepted accounting principles of the AMCUSA Trust for such period; (b) a description of any action taken by the AMCUSA Trustee in the performance of its duties that materially affects the AMCUSA Trust and of which notice has not previously been given to the AMCUSA Trust Beneficiaries; and (c) a description of the progress of converting AMCUSA

Trust Assets to Cash and making distributions to the AMCUSA Trust Beneficiaries and any other material information relating to the AMCUSA Trust Assets and the administration of the AMCUSA Trust. The AMCUSA Trustee shall also prepare and make available such additional reports regarding the AMCUSA Trust as are reasonably requested by the Trust Advisory Board from time to time.

ARTICLE VII

DISSOLUTION OF AMCUSA TRUST

7.1 Dissolution of AMCUSA Trust.

(a) The AMCUSA Trust shall be dissolved at the earlier of (even if AMCUSA Trust Beneficiaries have not been paid in full) (i) all of the AMCUSA Trust Assets having been distributed pursuant to the Plan and this AMCUSA Trust Agreement, (ii) the AMCUSA Trustee determining, in its sole discretion, that the administration of the AMCUSA Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the AMCUSA Trustee under the Plan and the AMCUSA Trust Agreement having been made; provided, however, that in no event shall the AMCUSA Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) months prior to the third anniversary (or at least six (6) months prior to the end of an extension period), determines that a fixed-period extension (not to exceed two (2) extensions, each extension not to exceed eighteen (18) months, and without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the AMCUSA Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the AMCUSA Trust Assets. If at any time the AMCUSA Trustee determines, in reliance upon such professionals as the AMCUSA Trustee may retain, that the expense of administering the AMCUSA Trust, including the making of a final distribution to the AMCUSA Trust Beneficiaries, is likely to exceed the value of the remaining AMCUSA Trust Assets, the AMCUSA Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the AMCUSA Trust, (ii) donate any balance to a charitable organization or a charitable trust that is not an Affiliate of the Debtor, the AMCUSA Trust, the AMCUSA Trustee, or any insider of any of the foregoing, and (iii) dissolve the AMCUSA Trust. Upon dissolution of the AMCUSA Trust, the AMCUSA Trustee shall be discharged from its role as trustee of the AMCUSA Trust.

(b) The AMCUSA Trustee shall not unduly prolong the duration of the AMCUSA Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute AMCUSA Trust Assets and to effect the distribution of the AMCUSA Trust Assets to the AMCUSA Trust Beneficiaries in accordance with the terms hereof and dissolve the AMCUSA Trust as soon as practicable. Subject to Section 7.1(a) hereof, prior to or upon dissolution of the AMCUSA Trust, the AMCUSA Trust Assets will be distributed to the AMCUSA Trust Beneficiaries, pursuant to the provisions set forth in Section 3.7 hereof. If any AMCUSA Trust Assets are not duly claimed, such AMCUSA Trust Assets will be redistributed *pro rata* to all other AMCUSA Trust Beneficiaries receiving AMCUSA Trust Assets pursuant to Section 3.7 hereof.

7.2 Continuance of Trust for Winding Up. After the dissolution of the AMCUSA Trust and for the purpose of liquidating and winding up the affairs of the AMCUSA Trust, the AMCUSA Trustee shall continue to act as such until its duties have been fully performed. Upon dissolution of the AMCUSA Trust, the AMCUSA Trustee shall retain for a period of two (2) years the books, records, lists of the AMCUSA Trust Beneficiaries, the register of AMCUSA Trust Beneficiaries and certificates and other documents and files which shall have been delivered to or created by the AMCUSA Trustee that were not already disposed of as provided in Section 3.5 hereof. Subject to the consent of the Trust Advisory Board, at the AMCUSA Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the AMCUSA Trust; provided, however, that the AMCUSA Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation to which either the Debtor or its current or former officer or directors are a party. Except as otherwise specifically provided herein, upon the dissolution of the AMCUSA Trust, the AMCUSA Trustee shall have no further duties or obligations hereunder.

ARTICLE VIII

LIMITATIONS ON LIABILITY; INDEMNIFICATION

8.1 Liability of AMCUSA Trustee; Indemnification. The AMCUSA Trustee or the individuals comprising the AMCUSA Trustee, and the AMCUSA Trustee's employees, officers, directors, agents, representatives, and professionals, as the case may be, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the AMCUSA Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities in respect of that person's or entity's or the AMCUSA Trustee's actions or inactions regarding the implementation or administration of this AMCUSA Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of the AMCUSA Trustee (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the AMCUSA Trust Assets or any applicable insurance coverage. The AMCUSA Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals. The AMCUSA Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals regardless of whether such advice is provided in writing. Notwithstanding the foregoing, the AMCUSA Trustee shall not be under any obligation to consult with its retained professionals, and its determination not to do so shall not result in the imposition of liability on the AMCUSA Trustee unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.2 Liability of Trust Advisory Board; Indemnification. Each member of the Trust Advisory Board and each respective member's employees, officers, directors, agents, representatives, and professionals shall be held harmless and shall not be liable for actions taken

or omitted in their capacity as such, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such member may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such member in respect of that member's or the Trust Advisory Board's actions or inactions regarding the implementation or administration of this AMCUSA Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of a member of the Trust Advisory Board (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the AMCUSA Trust Assets or any applicable insurance coverage. The members of the Trust Advisory Board shall be entitled to rely, in good faith, on the advice of the Trust Advisory Board's retained professionals. Notwithstanding the foregoing, the members of the Trust Advisory Board shall not be under any obligation to consult with the Trust Advisory Board's retained professionals, and a determination not to do so shall not result in the imposition of liability on the Trust Advisory Board or its members unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.3 Reliance by AMCUSA Trustee and Trust Advisory Board. Except as otherwise provided in Section 8.1 or Section 8.2 hereof:

(a) The AMCUSA Trustee and each member of the Trust Advisory Board may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper, document, spreadsheet, or database reasonably believed by the AMCUSA Trustee or such member, as applicable, to be genuine and to have been signed or presented by the proper party or parties; and

(b) Except for those liabilities that are determined by Final Order to have arisen out of the intentional fraud, willful misconduct or gross negligence of the AMCUSA Trustee or a member of the Trust Advisory Board, as applicable, persons dealing with the AMCUSA Trustee or the Trust Advisory Board shall look only to the AMCUSA Trust Assets to satisfy any liability incurred by the AMCUSA Trustee or the Trust Advisory Board, as applicable, to such person in carrying out the terms of this AMCUSA Trust Agreement, and neither the AMCUSA Trustee, the Trust Advisory Board nor any of their designees, partners, affiliates, agents, employees, representatives, attorneys, or professionals shall have any personal obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any material provision of this AMCUSA Trust Agreement may be amended or waived by the AMCUSA Trustee with the consent of the Trust Advisory Board and the approval by the Bankruptcy Court. Amendments to immaterial provisions to this AMCUSA Trust Agreement may be made as necessary, to clarify this AMCUSA Trust Agreement or enable the AMCUSA Trustee to effectuate the terms of this

AMCUSA Trust Agreement, by the AMCUSA Trustee without Bankruptcy Court approval but subject to the consent of the Trust Advisory Board. Notwithstanding this Section 9.1, any amendments to this AMCUSA Trust Agreement shall not be inconsistent with the purpose and intention of the AMCUSA Trust to liquidate in an expeditious but orderly manner the AMCUSA Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish AMCUSA Trust. This AMCUSA Trust Agreement is intended to create a liquidating 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 trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this AMCUSA Trust Agreement may be amended to comply with such United States federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction. This AMCUSA Trust Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to provisions, policies, or principles thereof governing conflict or choice of laws.

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

10.4 Notices. Except as otherwise provided herein, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.4):

If to the AMCUSA Trustee:

[•]

Attn: [•]

[•]

Facsimile: [•]

If to the Debtor:

Weil, Gotshal & Manges LLP
Attn: Robert J. Lemons
767 Fifth Avenue
New York, New York, 10153
Facsimile: 212-310-8007

If to an AMCUSA Trust Beneficiary:

To the name and address set forth on the registry
maintained by the AMCUSA Trustee.

If to the Trust Advisory Board:

[●]
Attn: [●]
[●]
Facsimile: [●]

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

10.6 Relationship to the Plan. The principal purpose of this AMCUSA Trust Agreement is to aid in the implementation of the Plan and therefore this AMCUSA Trust Agreement incorporates the provisions of the Plan. If any provisions of this AMCUSA Trust Agreement are found to conflict with the provisions of the Plan, the provisions of the Plan shall control except for inconsistencies or clarifications in furtherance of the treatment of the AMCUSA Trust as a liquidating trust for United States federal income tax purposes, in which case the provisions of this AMCUSA Trust Agreement shall control.

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

DEBTOR:

ADVANTA MORTGAGE CORP. USA.

By: _____

Name:

Title:

TRUSTEE:

FTI CONSULTING, INC.
solely as AMCUSA Trustee

By: _____

Name:

Annex A
Trust Advisory Board

Manewitz/Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, L.P.

Exhibit 1.79

ASSC Trust Agreement

ASSC TRUST AGREEMENT

This ASSC Trust Agreement (the “ASSC Trust Agreement”), dated as of ____, 2011, is entered into by and among Advanta Shared Services Corp., a Delaware corporation, as debtor and debtor in possession (collectively, the “Debtor”), and FTI Consulting, Inc. solely in its capacity as liquidating trustee (together with any successor appointed under the terms hereof, the “ASSC Trustee”),¹ and is executed in connection with the Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, dated November 2, 2010 (as the same may have been amended, modified or supplemented from time to time, the “Plan”), which was confirmed by the United States Bankruptcy Court on ____, 2011, and which provides for the establishment of a liquidating trust evidenced hereby (the “ASSC Trust”). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to such terms in the Plan.

W I T N E S S E T H

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

WHEREAS, the ASSC Trust is created on behalf of, and for the sole benefit of, the ASSC Trust Beneficiaries;

WHEREAS, the Plan provides for the creation of a liquidating trust that will (i) receive from the Debtor all of the ASSC Trust Assets, (ii) hold the ASSC Trust Assets in trust for the benefit of the ASSC Trust Beneficiaries as provided in the Plan and herein and (iii) oversee and direct the liquidation of the ASSC Trust Assets held by it for the benefit of the ASSC Trust Beneficiaries pursuant to the terms of the Plan and this ASSC Trust Agreement;

WHEREAS, the ASSC Trust is established hereunder for the sole purpose of liquidating and distributing its assets, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the ASSC Trust is intended to qualify as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and, as such, as a “grantor trust” for United States federal income tax purposes, with the ASSC Trust Beneficiaries treated as the grantors and owners of the ASSC Trust;

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

¹ There may also be a resident Delaware trustee for the purposes of 12 §3807 of the Delaware Code.

ARTICLE I

ESTABLISHMENT OF THE ASSC TRUST

1.1 Establishment and Declaration of Trust.

(a) Name. This Trust shall be known as the “ASSC Trust” in which name the ASSC Trustee may conduct the affairs of the ASSC Trust.

(b) Declaration of Trust. Pursuant to the Plan, the Debtor and the ASSC Trustee hereby establish the ASSC Trust on behalf of and for the benefit of the ASSC Trust Beneficiaries and, on the Effective Date, the Debtor hereby irrevocably and absolutely transfer, assign, convey and deliver to the ASSC Trustee for the benefit of the ASSC Trust Beneficiaries all of their right, title and interest (whether legal, beneficial, or otherwise) in and to the ASSC Trust Assets free and clear of any lien, claim, encumbrance, or interest in such property of any other person or entity (except as provided herein) in trust to and for the benefit of the ASSC Trust Beneficiaries for the uses and purposes stated herein and in the Plan. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. In connection with the transfer of the ASSC Trust Assets to the ASSC Trust, all rights and Causes of Action and all Books and Privileges relating to such ASSC Trust Assets shall be transferred to the ASSC Trust and shall vest in the ASSC Trustee solely in its capacity as such. Effective as of the date hereof, the ASSC Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the ASSC Trust. The ASSC Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the ASSC Trust.

(c) Appointment of ASSC Trustee. The ASSC Trustee is hereby appointed as trustee of the ASSC Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

(d) Acceptance of Trust. The ASSC Trustee agrees to accept and hold the ASSC Trust Assets in trust for the ASSC Trust Beneficiaries, subject to the terms of this ASSC Trust Agreement and the Plan.

1.2 Title to ASSC Trust Assets.

(a) Except as otherwise provided by the Plan or this ASSC Trust Agreement, upon the Effective Date, title to the ASSC Trust Assets shall pass to the ASSC Trust free and clear of all Claims and equity interests in accordance with section 1141 of the Bankruptcy Code.

(b) Upon the transfer to the ASSC Trust of the ASSC Trust Assets, the ASSC Trustee shall succeed to all of the Debtor’s right, title and interest in and to the ASSC Trust Assets, and the Debtor will have no further interest or rights in or with respect to the ASSC Trust Assets.

(c) For all United States federal income tax purposes, all parties (including, without limitation, the Debtor, the ASSC Trustee and the ASSC Trust Beneficiaries) shall treat the transfer by the Debtor of the ASSC Trust Assets to the ASSC Trust as (i) a transfer of the

ASSC Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed Claims and Equity Interests receiving ASSC Trust Beneficial Interests relating thereto and, to the extent the ASSC Trust Assets are allocable to Unresolved Claims, to the Unresolved Claims Reserve, followed by (ii) the transfer by such beneficiaries to the ASSC Trust of the ASSC Trust Assets (other than the ASSC Trust Assets allocable to the Unresolved Claims Reserve) in exchange for ASSC Trust Beneficial Interests. Accordingly, the ASSC Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the ASSC Trust Assets (other than such ASSC Trust Assets as are allocable to the Unresolved Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(d) With respect to all ASSC Trust Assets, the ASSC Trustee will directly and indirectly be the representative of the Debtor's Estate, as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, and will have the rights and powers provided for in the Bankruptcy Code, including section 1107 thereof, in addition to any rights and powers granted in this ASSC Trust Agreement and in the Plan. The ASSC Trustee will be the successor-in-interest to the Debtor with respect to any action that was or could have been commenced by the Debtor prior to the Effective Date that is related to an ASSC Trust Asset and shall be deemed substituted for the same as the party in such litigation. The ASSC Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its Estate may hold against any person or entity, that constitute ASSC Trust Assets. All actions, claims, rights, or interests constituting ASSC Trust Assets are preserved and retained and may be enforced by the ASSC Trustee as the representative of the Debtor's Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The ASSC Trustee will be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan (insofar as it affects the ASSC Trust or the ASSC Trust Assets).

1.3 Valuation of ASSC Trust Assets. As soon as practicable after the Effective Date, the ASSC Trustee, in reliance upon such professionals as the ASSC Trustee may retain in accordance herewith, shall make a good-faith valuation of the ASSC Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtor, the ASSC Trustee and the ASSC Trust Beneficiaries) for all United States federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the ASSC Trust Assets.

ARTICLE II

ASSC TRUST BENEFICIARIES

2.1 Rights of the ASSC Trust Beneficiaries. Each ASSC Trust Beneficiary shall take and hold its ASSC Trust Beneficial Interest subject to all of the terms and provisions of this ASSC Trust Agreement and the Plan, including payment of any Allowed Claims payable pursuant to Article II and Article IV of the Plan. The interest of an ASSC Trust Beneficiary is in all respects personal property, and upon the death, insolvency or incapacity of an ASSC Trust Beneficiary, as applicable, such ASSC Trust Beneficiary's interest shall pass to the legal representative or other successor, as applicable, of such ASSC Trust Beneficiary, and such death,

insolvency or incapacity shall not terminate or affect the validity of this ASSC Trust Agreement. An ASSC Trust Beneficiary shall have no title to, right to, possession of, management of, or control of, the ASSC Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased ASSC Trust Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the ASSC Trust Assets, but the whole title to all the ASSC Trust Assets shall be vested in the ASSC Trustee and the sole interest of the ASSC Trust Beneficiaries shall be the rights and benefits given to such persons under this ASSC Trust Agreement.

2.2 No Legal Title in ASSC Trust Beneficiaries. No ASSC Trust Beneficiary shall have legal title to any part of the ASSC Trust Assets. No transfer by operation of law or otherwise, of the right, title and interest of any ASSC Trust Beneficiary in and to the ASSC Trust Assets or hereunder shall operate to terminate this ASSC Trust or entitle any successor or transferee of such ASSC Trust Beneficiary to an accounting or to the transfer to it of legal title to any part of the ASSC Trust Assets.

2.3 Identification of ASSC Trust Beneficiaries. The record holders of interests in the ASSC Trust shall be recorded and set forth in a register maintained by the ASSC Trustee expressly for such purpose. Except as otherwise required by law, references in this ASSC Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the official register maintained by the ASSC Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the ASSC Trustee may establish a record date, which the ASSC Trustee deems practicable for determining the holders for a particular purpose. Any distributions to the ASSC Trust Beneficiaries shall be accomplished as set forth in the Plan and herein.

2.4 Transfers. The ASSC Trust Beneficial Interests shall not be certificated, shall only be issued in book-entry form, and shall not be transferable or assignable except by will, intestate succession or operation of law.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the ASSC Trust. The ASSC Trust is established for the sole purpose of liquidating and distributing the ASSC Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

3.2 Authority of ASSC Trustee.

(a) In connection with the administration of the ASSC Trust and the Plan, except as set forth in this ASSC Trust Agreement, the ASSC Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the ASSC Trust and to carry out its responsibilities under the Plan. Without limiting the foregoing, and subject to Section 3.4 hereof, the ASSC Trustee shall, among other things, have the rights, powers and duties:

(i) to hold, manage, dispose of, sell, convert to Cash and distribute the ASSC Trust Assets, including investigating, prosecuting and resolving the Causes of Action belonging to the ASSC Trust;

(ii) to hold the ASSC Trust Assets for the benefit of the ASSC Trust Beneficiaries that are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;

(iii) in the ASSC Trustee's reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon the ASSC Trust Assets, including rights, Causes of Action or litigation of the ASSC Trust;

(iv) to monitor and enforce the implementation of the Plan;

(v) to file all tax and regulatory forms, returns, reports and other documents and financial information required with respect to the ASSC Trust;

(vi) in the ASSC Trustee's reasonable business judgment, to reconcile and object to Claims against the Debtor or the ASSC Trust, and manage, control, prosecute and/or settle on behalf of the ASSC Trust objections to Claims on account of which the ASSC Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan;

(vii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the Debtor and implement the Plan;

(viii) to hold, manage, and distribute Cash or non-Cash ASSC Trust Assets obtained through the exercise of the ASSC Trustee's power and authority;

(ix) to act as a signatory to the Debtor for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of such Debtor's assets;

(x) to dispose of the books and records transferred to the ASSC Trustee in a manner deemed appropriate by the ASSC Trustee; provided, however, that the ASSC Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court;

(xi) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case;

(xii) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the ASSC Trust and execute any documents or pleadings related to the liquidation of the ASSC Trust Assets or other matters related to the ASSC Trust;

(xiii) to establish and maintain bank accounts and terminate such accounts as the ASSC Trustee deems appropriate;

(xiv) to set off amounts owed to the Debtor against distributions to ASSC Trust Beneficiaries;

(xv) to bring suits or defend itself against such suits, if any, as the ASSC Trustee determines in connection with any matter arising from or related to the Plan or this ASSC Trust Agreement that affects in any way the rights or obligations of the ASSC Trust, the ASSC Trustee or the ASSC Trust Beneficiaries;

(xvi) obtain and maintain insurance coverage with respect to the liabilities and obligations of the ASSC Trustee and the Trust Advisory Board and its members in accordance with Section 4.5 of this ASSC Trust Agreement;

(xvii) to take all actions necessary and appropriate to minimize any adverse state or federal tax consequences to the ASSC Trust Beneficiaries provided such actions do not result in an adverse tax consequence to the ASSC Trust and are consistent with and are not contrary to the treatment of the ASSC Trust as a “grantor trust” for United States federal income tax purposes; and

(xviii) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and this ASSC Trust Agreement.

Notwithstanding the foregoing, neither the ASSC Trustee nor any other person that is an Affiliate of the ASSC Trust or the Debtor shall take any action to facilitate or encourage any trading in ASSC Trust Beneficial Interests or in any instrument tied to the value of such interests.

(b) The ASSC Trustee may retain and compensate attorneys and other professionals to assist in its duties as the trustee of the ASSC Trust on such terms (including on a contingency or hourly basis) as the ASSC Trustee deems appropriate without Bankruptcy Court approval; provided, however, that such compensation may not exceed the amount reflected in the Budget (as defined below) by more than 15% for each professional, unless approved by the Trust Advisory Board (as defined below) or further order of the Bankruptcy Court.

(c) In all circumstances, the ASSC Trustee shall act in the best interests of all of the ASSC Trust Beneficiaries and in furtherance of the purpose of the ASSC Trust.

3.3 Establishment of Trust Advisory Board.

(a) The “Trust Advisory Board” means the board to be appointed in accordance with, and to exercise the duties set forth in, this ASSC Trust Agreement. The Trust Advisory Board shall be comprised of three (3) members, with the initial members of the Trust Advisory Board to be selected by the Debtor (with the consent of the Creditors’ Committee) and any subsequent members to be appointed in accordance with the terms of this ASSC Trust Agreement. Two members of the Trust Advisory Board shall be holders of a Beneficial Interest

in any of the Trusts, or a designee of such holder, and the other member of the Trust Advisory Board (the “Independent TAB Member”) shall not hold a Beneficial Interest in any of the Trusts, or be a designee of any holder. All of the members of the Trust Advisory Board shall not be or have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The initial members of the Trust Advisory Board are set forth on Annex A hereto. The members of the Trust Advisory Board may also be members of any trust advisory board that is established for any of the other Trusts.

(b) Each member of the Trust Advisory Board shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Trust Advisory Board, and (ii) an alternate representative to attend meetings and participate in other activities of the Trust Advisory Board when the representatives designated pursuant to clause (i) above are unavailable. For the avoidance of doubt, such representatives shall only be recognized for so long as the member of the Trust Advisory Board who made such designation continues to be a member of the Trust Advisory Board.

(c) Notwithstanding anything in this Section 3.3 or Section 3.4, the Trust Advisory Board shall not take any action that will cause the ASSC Trust to fail to qualify as a “liquidating trust” for United States federal income tax purposes.

(d) A quorum for meetings of the Trust Advisory Board shall consist of a majority of the non-recused members of the Trust Advisory Board then serving; provided, however, that, for purposes of determining whether a quorum is present at such a meeting, a member of the Trust Advisory Board shall be deemed present if a representative of the member is attending in person, by telephone or by proxy, unless such representative is attending solely to protest the meeting in question.

(e) Except as expressly provided herein, the affirmative vote of a majority of the members of the Trust Advisory Board shall be the act of the Trust Advisory Board with respect to any matter that requires the determination, consent, approval or agreement of such board; provided, however, that where one or more members of the Trust Advisory Board are recused, the unanimous vote of the non-recused members of the Trust Advisory Board shall be required. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting. In all matters submitted to a vote of the Trust Advisory Board, each Trust Advisory Board member shall be entitled to cast one vote, which vote shall be cast personally by such Trust Advisory Board member or by proxy. In a matter in which the ASSC Trustee cannot obtain direction or authority from the Trust Advisory Board, the ASSC Trustee may file a motion requesting such direction or authority from the Bankruptcy Court.

(f) A Trust Advisory Board member and its representative shall be recused from the Trust Advisory Board’s deliberations and votes on any matters as to which such member has a conflicting interest. For the avoidance of doubt, a Trust Advisory Board Member

shall not be automatically deemed to have a conflicting interest solely because such Trust Advisory Board Member is the holder of a Beneficial Interest in any of the Trusts. If a Trust Advisory Board member or its representative does not recuse itself from any such matter, that Trust Advisory Board member and its representative may be recused from such matter by the unanimous vote of the remaining members of the Trust Advisory Board that are not recused or are required to be recused from the matter.

(g) Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of those Trust Advisory Board members not recused or required to be recused as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

(h) The authority of the members of the Trust Advisory Board shall be effective as of the Effective Date and shall remain and continue in full force and effect until the ASSC Trust is dissolved in accordance with Section 7.1 hereof. The service of the members of the Trust Advisory Board shall be subject to the following:

(i) each member of the Trust Advisory Board shall serve until the earlier of (I) such member's death or resignation pursuant to clause (ii) below, (II) such member's (or if such member is a designee of a holder of a Beneficial Interest, such holder's) Allowed Claims being paid in full, including any postpetition interest to which such holder may be entitled (if applicable), or (III) such member's removal pursuant to clause (iv) below;

(ii) a member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board and the ASSC Trustee. Such resignation shall be effective when a successor is appointed as provided herein;

(iii) if applicable, a member of the Trust Advisory Board shall promptly notify the other members of the Trust Advisory Board and the ASSC Trustee of the payment in full of its Allowed Claims or, if the member is a designee of a holder of such Allowed Claims, of the payment in full of such holder's Allowed Claims; provided, however, that such member shall continue to serve on the Trust Advisory Board until a successor is appointed as provided herein;

(iv) the members of the Trust Advisory Board may be removed by the unanimous vote of the other members of the Trust Advisory Board only for (I) fraud or willful misconduct in connection with the affairs of the ASSC Trust, or (II) cause, which shall include a breach of a fiduciary duty, and shall not be subject to removal without cause;

(v) in the event of a vacancy in a member's position on the Trust Advisory Board due to resignation or payment in full of his or her Allowed Claims (or, if a member is a designee of a holder of Allowed Claims, such

holder's Allowed Claims), a new member shall be appointed as soon as practicable by the vote of the Trust Advisory Board (including the member being replaced). In the event of a vacancy in a member's position on the Trust Advisory Board due to removal or death, a new member shall be appointed as soon as practicable by the unanimous vote of the remaining members of the Trust Advisory Board. In each case, the new member shall be either a holder of a Beneficial Interest in any of the Trusts (or a designee of such holder) or the Independent TAB Member, depending upon whether the Member being replaced was a holder of a Beneficial Interest or the Independent TAB Member. Further, any new member may not have been an Insider (as such term is defined in the Bankruptcy Code) of the Debtor. The appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address and telephone number of the successor member of the Trust Advisory Board; and

(vi) immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority and privileges of the predecessor member of the Trust Advisory Board hereunder shall be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board shall not be liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

(i) Any member of the Trust Advisory Board may be reimbursed by the ASSC Trustee for its actual, reasonable out-of-pocket expenses incurred for serving on such board including, without limitation, reasonable legal fees and costs incurred by each member of the Trust Advisory Board with respect to outside counsel (for the avoidance of doubt, including such fees and expenses incurred prior to the Effective Date in connection with the establishment of the ASSC Trust and the Trust Advisory Board) in the same manner and priority as the compensation and expenses of the ASSC Trustee under this Trust Agreement, in accordance with the Budget (as defined herein). Except as provided for in this Section 3.3, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation; provided, however, that the Independent TAB Member shall be entitled to receive such compensation (if any) as provided for in the Budget. The initial Budget shall include an appropriate reserve for the fees and expenses of the Trust Advisory Board.

3.4 Limitations on ASSC Trustee's Authority and the Trust Advisory Board's Authority.

(a) Notwithstanding anything herein to the contrary, the ASSC Trustee shall not and shall not be authorized to engage in any trade or business and shall take (i) such actions consistent with the orderly liquidation of the ASSC Trust Assets as are required by applicable law, the Plan and the Confirmation Order and (ii) such actions permitted hereunder; provided, however, that, the ASSC Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the ASSC Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

(b) The ASSC Trustee shall prepare and submit to the Trust Advisory Board for approval an annual plan and budget at least thirty (30) days prior to the commencement of each fiscal year of the ASSC Trust; provided, however, that the first such report shall be submitted no later than forty-five (45) days after the Effective Date. Each fiscal year of the ASSC Trust shall end on December 31st and commence on January 1st. The Trust Advisory Board shall review and approve (with such revisions as the Trust Advisory Board requires) the annual plan and budget within thirty (30) days of the date on which such annual plan and budget is submitted to the Trust Advisory Board for approval. Prior to the submission and approval of the initial plan and budget, the ASSC Trustee shall be permitted to pay the reasonable, documented fees, costs and expenses of the ASSC Trust and the ASSC Trustee. The annual plan and budget shall set forth in reasonable detail: (i) the ASSC Trustee's anticipated actions to administer and liquidate the ASSC Trust Assets; and (ii) the reasonably anticipated expenses (including the expenses of any attorneys and other professionals engaged by the ASSC Trustee to assist in its duties) associated with conducting the affairs of the ASSC Trust. Any such annual plan and budget as approved by the Trust Advisory Board is referred to herein as the "Budget". The ASSC Trustee may seek approval of amendments to the Budget from time-to-time by making a request to the Trust Advisory Board and the Trust Advisory Board shall, within thirty (30) days of receiving such request, approve or reject such amendments by notice to the ASSC Trustee. All actions by the ASSC Trustee must be consistent with the then current Budget, provided that the ASSC Trustee may take action outside the Budget as provided in Section 3.4(c).

(c) Notwithstanding anything herein to the contrary, the ASSC Trustee shall submit to the Trust Advisory Board for its review and prior written approval the following matters:

(i) any decision to compromise, settle, or otherwise resolve any Unresolved Claims, other than with respect to Administrative Expense Claims relating to compensation of professionals, that would result in an Allowed Claim in an amount in excess of \$1,000,000, and any decision to compromise, settle, or otherwise resolve any affirmative claims of the ASSC Trust (whether or not asserted) in excess of \$1,000,000;

(ii) subject to Section 3.2(b), incurrence of any cost or expense of the ASSC Trust that is either not reflected in the Budget or exceeds the particular line item in the Budget by more than 15%; provided, however, that approval of the Trust Advisory Board shall not be required in the case of any cost or expense authorized by further order of the Bankruptcy Court; and

(iii) Any amendment of this ASSC Trust Agreement as provided in Section 9.1 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, in determining whether to provide or decline its consent and in connection with any actions to be taken by the Trust Advisory Board hereunder, the Trust Advisory Board shall always act in furtherance of the purposes of the ASSC Trust and the treatment of the ASSC Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d).

3.5 Books and Records. The ASSC Trustee shall maintain in respect of the ASSC Trust and the ASSC Trust Beneficiaries books and records relating to the ASSC Trust Assets and income of the ASSC Trust and the payment of expenses of, and liabilities of claims against or assumed by, the ASSC Trust in such detail and for such period of time as may be necessary to enable him to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the ASSC Trust. Except as expressly provided herein, nothing in this ASSC Trust Agreement requires the ASSC Trustee to file any accounting or seek approval of any court with respect to the administration of the ASSC Trust or as a condition for managing any payment or distribution out of the ASSC Trust Assets. The ASSC Trustee shall not dispose of any books and records that are reasonably likely to pertain to pending litigation in which the Debtor or its officers or directors are a party without further order of the Bankruptcy Court.

3.6 Additional Powers. Except as otherwise set forth in this ASSC Trust Agreement or in the Plan, and subject to the continuation of the treatment of the ASSC Trust as a liquidating trust for United States federal income tax purposes and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the ASSC Trustee may control and exercise authority over the ASSC Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the ASSC Trust shall be obligated to inquire into the authority of the ASSC Trustee in connection with the protection, conservation, liquidation, or disposition of the ASSC Trust Assets.

3.7 Distributions.

(a) The ASSC Trustee shall make the Initial Distribution as soon as practicable after the Effective Date and use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date. The ASSC Trustee shall make at least one distribution in each year, one of which shall be made on or about December 31st of such year, to the holders of the ASSC Trust Beneficial Interests of all Cash on hand in accordance with the terms hereof and the priorities that are set forth in the Plan (including any Cash received from the Debtor on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.4(j) of the Plan) except such amounts (i) as are retained by the ASSC Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the ASSC Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated fees and expenses (including any taxes imposed on the ASSC Trust or in respect of the ASSC Trust Assets) of the ASSC Trust, the ASSC Trustee and the members of the Trust Advisory Board, and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the ASSC Trust or imposed on the ASSC Trust in accordance with the Plan or this ASSC Trust Agreement.

(b) All distributions made by the ASSC Trustee to holders pursuant to this Section 3.7 shall be payable to the holders of record listed on the claims register as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the ASSC Trustee shall distribute such Cash by wire, check, or such other form as the ASSC Trustee deems appropriate under the circumstances. For the avoidance of doubt, pursuant to the Plan, the ASSC Trustee is entitled to recognize and deal with only those holders of record as of the Distribution

Record Date, (i) unless an ASSC Trust Beneficiary's interest shall have passed to a legal representative or other successor as described in Section 2.1 of this ASSC Trust Agreement, or (ii) a holder's claim was filed after the Distribution Record Date as provided for in the Plan.

3.8 Tax Reporting Duties of the ASSC Trustee.

(a) In addition to the reporting duties of the ASSC Trustee under ARTICLE VI hereof, the ASSC Trustee shall file returns (including United States federal returns) for the ASSC Trust treating the ASSC Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with Section 1.2(c), this Section 3.8 and Section 5.4 of the Plan. Annually (but no later than sixty (60) days following the end of each calendar year), the ASSC Trustee shall send to each holder of an ASSC Trust Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The ASSC Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the ASSC Trust that are required by any governmental unit.

(b) In furtherance of the provisions of Section 3.8(a) hereof, allocations of the ASSC Trust's taxable income among the ASSC Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined in good faith by the ASSC Trustee by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the ASSC Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Unresolved Claims Reserve) to the holders of the ASSC Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the ASSC Trust. Similarly, taxable loss of the ASSC Trust shall be allocated in good faith by the ASSC Trustee by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining ASSC Trust Assets. The tax book value of the ASSC Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements, as determined in good faith by the ASSC Trustee.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the ASSC Trustee of a private letter ruling if the ASSC Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the ASSC Trustee), the ASSC Trustee shall (i) timely elect to treat any ASSC Trust Assets allocable to the Unresolved Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the ASSC Trustee, the Debtor and the ASSC Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(d) The ASSC Trustee shall be responsible for payment, out of the ASSC Trust Assets, of any taxes imposed on the trust or its assets, including the Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the Unresolved Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Unresolved Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Unresolved Claims, or (ii) to the extent such Unresolved Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the ASSC Trustee as a result of the resolution of such Unresolved Claims.

(e) The ASSC Trustee may request an expedited determination of taxes of the ASSC Trust, including the Unresolved Claims Reserve, or the Debtor under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the ASSC Trust or the Debtor for all taxable periods through the dissolution of the ASSC Trust.

(f) The ASSC Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of the ASSC Trust Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the ASSC Trust Beneficial Interests for all purposes of this ASSC Trust Agreement. The ASSC Trustee shall be authorized to collect such tax information from the holders of the ASSC Trust Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this ASSC Trust Agreement. In order to receive distributions under the Plan, all holders of the ASSC Trust Beneficial Interests will need to identify themselves to the ASSC Trustee and provide tax information and the specifics of their holdings, to the extent the ASSC Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable, for each holder). The ASSC Trustee may refuse to make a distribution to any holder of an ASSC Trust Beneficial Interest that fails to furnish such information until such information is delivered; provided, however, that, upon the delivery of such information by a holder of an ASSC Trust Beneficial Interest, the ASSC Trustee shall make such distribution to which the holder of the ASSC Trust Beneficial Interest is entitled, without interest; and, provided further that, if the holder fails to comply with such a request within one-year, such distribution shall be deemed an unclaimed distribution, and, provided further that, if the ASSC Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the ASSC Trustee is later held liable for the amount of such withholding, such holder shall reimburse the ASSC Trustee for such liability.

3.9 Tax Powers.

(a) For all taxable periods ending on or prior to the Effective Date, the ASSC Trustee shall have full and exclusive authority in respect of all taxes of the Debtor to the same extent as if the ASSC Trustee was the debtor in possession.

(b) Following the Effective Date, the ASSC Trustee shall prepare and file (or cause to be prepared and filed) on behalf of the Debtor, all tax returns, reports, certificates, forms or similar statements or documents (collectively, "Tax Returns") required to be filed or that the

ASSC Trustee otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds.

(c) In furtherance thereof, the Debtor shall execute, on or prior to the Effective Date, a power of attorney authorizing the ASSC Trustee to take actions consistent with Section 3.9(a) and (b) to the same extent as if the ASSC Trustee were the Debtor.

(d) Following the Effective Date, the ASSC Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes (i) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending on or prior to the Effective Date, and (ii) of the Debtor to the same extent as the Debtor would otherwise be entitled with respect to any taxable period ending after the Effective Date; provided, however, that the ASSC Trustee shall only have whatever rights the Debtor has pursuant to the FDIC Settlement Agreement and the ASSC Trustee shall be contractually bound to all restrictions in the FDIC Settlement Agreement with respect to tax filings.

(e) The ASSC Trustee and each Debtor shall reasonably cooperate with each other and with each “Liquidating Trustee” and “Debtor” (within the meaning of the Plan), and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns (including amended Tax Returns and claims for refunds) and in resolving all disputes and audits with respect to all taxable periods relating to the “Debtors” (within the meaning of the Plan). Any information obtained under this Section 3.9(e) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refunds or in conducting an audit or other proceeding. Pursuant to Section 3.9(e) of the Plan, at the reasonable request of any ASSC Trustee, Reorganized Advanta or ASC shall file any claim for refund (including through an amended Tax Return) under its authority under Section 3.9(a) with respect to any taxable period ending on or prior to the Effective Date that naturally follows from any Tax Returns previously filed or the resolution of any dispute or audit.

(f) See Section 5.4(h) of the Plan with respect to non-Debtor Affiliates of the Debtor.

3.10 Compliance with Laws. Any and all distributions of ASSC Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

3.11 Confidentiality. Each member of the Trust Advisory Board shall at all times 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 ASSC Trust Assets relate or of which such member has become aware in its capacity as a member of the Trust Advisory Board, except as otherwise required by law.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The ASSC Trustee will initially be FTI Consulting, Inc. The ASSC Trustee shall serve as trustee until its successor shall have been appointed in accordance with ARTICLE VI or until resignation, death or removal. The ASSC Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this ASSC Trust and not otherwise.

4.2 Responsibilities of ASSC Trustee. The ASSC Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the ASSC Trust Assets, make timely distributions and not unduly prolong the duration of the ASSC Trust. In so doing, the ASSC Trustee will exercise its reasonable business judgment in liquidating the ASSC Trust Assets. The liquidation of the ASSC Trust Assets may be accomplished, in the ASSC Trustee's discretion, through the sale of ASSC Trust Assets (in whole or in part). In connection therewith, the ASSC Trustee will have the power to object to Claims under the Plan and prosecute for the benefit of the ASSC Trust all claims, rights and Causes of Action transferred to the ASSC Trust, whether such suits are brought in the name of the ASSC Trust, the Debtor, or otherwise for the benefit of the ASSC Trust Beneficiaries. Any and all proceeds generated from such ASSC Trust Assets shall be held by the ASSC Trust. Except as expressly set forth herein, the ASSC Trustee shall have the discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as the ASSC Trustee determines are in the best interests of the ASSC Trust Beneficiaries and consistent with the purposes of the ASSC Trust and shall have no liability for the outcome of its decision. Subject to Section 3.4(b), the ASSC Trustee may incur any reasonable and necessary expenses in liquidating, distributing and protecting the ASSC Trust Assets.

4.3 Cash. The ASSC Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

4.4 Expense Reimbursement and Compensation.

(a) The costs and expenses of the ASSC Trust, including the fees and expenses of the ASSC Trustee and the ASSC Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserve, shall be paid out of the ASSC Trust Assets; provided, however, that such fees and expenses may not exceed the amount reflected in the Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court. Fees and expenses incurred in connection with the prosecution and settlement of any Claims or the objection to any Claims shall be considered costs and expenses of the ASSC Trust.

(b) The ASSC Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles; provided, however, that such compensation may not exceed the amount reflected in the

Budget by more than 15%, unless approved by the Trust Advisory Board or further order of the Bankruptcy Court.

4.5 Insurance. The ASSC Trust shall be authorized to establish and maintain at the expense of the ASSC Trust customary insurance coverage for the protection of the ASSC Trustee, the members of the Trust Advisory Board, the employees, officers, directors, agents, representatives, counsel or advisors of the ASSC Trustee or any member of the Trust Advisory Board, any Person serving as officers or directors of Reorganized Advanta after the Effective Date and any Persons who are serving as trustee, administrator or overseer of the Trusts on and after the Effective Date, as the ASSC Trustee determines to be reasonably appropriate in consultation with the Trust Advisory Board whether or not the ASSC Trust would have the legal power to directly indemnify any of the foregoing against the liabilities covered by such insurance. The ASSC Trustee also may obtain such insurance coverage as it determines is reasonably necessary and appropriate with respect to real and personal property which is or may become ASSC Trust Assets, if any.

4.6 Preservation of Privilege and Defenses. In connection with the rights, claims and Causes of Action that constitute ASSC Trust Assets, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the ASSC Trust shall vest in the ASSC Trustee (in its capacity as such).

4.7 Confidentiality. The ASSC Trustee shall at all times 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 ASSC Trust Assets relate or of which the ASSC Trustee has become aware in its capacity as ASSC Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The ASSC Trustee may be removed for cause by the unanimous vote of the members of the Trust Advisory Board. Such removal shall become effective on the date action is taken.

5.2 Resignation. The ASSC Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Trust Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, or (b) the appointment of a successor ASSC Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor ASSC Trustee by the Bankruptcy Court. If a successor ASSC Trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the ASSC Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor ASSC Trustee. In the event of the death (in the case of an ASSC Trustee that is a natural person), dissolution (in the case of an ASSC Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof, incompetency, or removal of the ASSC Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a

successor ASSC Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor ASSC Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring ASSC Trustee an instrument accepting the appointment under this ASSC Trust Agreement and agreeing to be bound thereto, and thereupon the successor ASSC Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring ASSC Trustee pursuant to this ASSC Trust Agreement and the Plan; provided, however, that a removed or resigning ASSC Trustee shall, nevertheless, when requested in writing by the successor ASSC Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor ASSC Trustee under the ASSC Trust all the estates, properties, rights, powers and privileges of such predecessor ASSC Trustee.

ARTICLE VI

REPORTS TO ASSC TRUST BENEFICIARIES

6.1 Annual and Final Reports. As soon as practicable after the end of each calendar year, and as soon as practicable upon termination of the ASSC Trust, the ASSC Trustee shall make available to each ASSC Trust Beneficiary appearing on its records as of the end of such period or such date of termination, and whose Allowed Claim has not been paid in full, a written report including: (a) financial statements prepared in accordance with United States generally accepted accounting principles of the ASSC Trust for such period; (b) a description of any action taken by the ASSC Trustee in the performance of its duties that materially affects the ASSC Trust and of which notice has not previously been given to the ASSC Trust Beneficiaries; and (c) a description of the progress of converting ASSC Trust Assets to Cash and making distributions to the ASSC Trust Beneficiaries and any other material information relating to the ASSC Trust Assets and the administration of the ASSC Trust. The ASSC Trustee shall also prepare and make available such additional reports regarding the ASSC Trust as are reasonably requested by the Trust Advisory Board from time to time.

ARTICLE VII

DISSOLUTION OF ASSC TRUST

7.1 Dissolution of ASSC Trust.

(a) The ASSC Trust shall be dissolved at the earlier of (even if ASSC Trust Beneficiaries have not been paid in full) (i) all of the ASSC Trust Assets having been distributed pursuant to the Plan and this ASSC Trust Agreement, (ii) the ASSC Trustee determining, in its sole discretion, that the administration of the ASSC Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the ASSC Trustee under the Plan and the ASSC Trust Agreement having been made; provided, however, that in no event shall the ASSC Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) months prior to the third anniversary (or at least six (6) months prior to the end of an extension period), determines that a fixed-period extension (not to exceed two (2) extensions, each extension not to exceed eighteen (18) months, and without the need for a favorable private letter ruling from the Internal

Revenue Service that any further extension would not adversely affect the status of the ASSC Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the ASSC Trust Assets. If at any time the ASSC Trustee determines, in reliance upon such professionals as the ASSC Trustee may retain, that the expense of administering the ASSC Trust, including the making of a final distribution to the ASSC Trust Beneficiaries, is likely to exceed the value of the remaining ASSC Trust Assets, the ASSC Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the ASSC Trust, (ii) donate any balance to a charitable organization or a charitable trust that is not an Affiliate of the Debtor, the ASSC Trust, the ASSC Trustee, or any insider of any of the foregoing, and (iii) dissolve the ASSC Trust. Upon dissolution of the ASSC Trust, the ASSC Trustee shall be discharged from its role as trustee of the ASSC Trust.

(b) The ASSC Trustee shall not unduly prolong the duration of the ASSC Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute ASSC Trust Assets and to effect the distribution of the ASSC Trust Assets to the ASSC Trust Beneficiaries in accordance with the terms hereof and dissolve the ASSC Trust as soon as practicable. Subject to Section 7.1(a) hereof, prior to or upon dissolution of the ASSC Trust, the ASSC Trust Assets will be distributed to the ASSC Trust Beneficiaries, pursuant to the provisions set forth in Section 3.7 hereof. If any ASSC Trust Assets are not duly claimed, such ASSC Trust Assets will be redistributed *pro rata* to all other ASSC Trust Beneficiaries receiving ASSC Trust Assets pursuant to Section 3.7 hereof.

7.2 Continuance of Trust for Winding Up. After the dissolution of the ASSC Trust and for the purpose of liquidating and winding up the affairs of the ASSC Trust, the ASSC Trustee shall continue to act as such until its duties have been fully performed. Upon dissolution of the ASSC Trust, the ASSC Trustee shall retain for a period of two (2) years the books, records, lists of the ASSC Trust Beneficiaries, the register of ASSC Trust Beneficiaries and certificates and other documents and files which shall have been delivered to or created by the ASSC Trustee that were not already disposed of as provided in Section 3.5 hereof. Subject to the consent of the Trust Advisory Board, at the ASSC Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the ASSC Trust; provided, however, that the ASSC Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation to which either the Debtor or its current or former officer or directors are a party. Except as otherwise specifically provided herein, upon the dissolution of the ASSC Trust, the ASSC Trustee shall have no further duties or obligations hereunder.

ARTICLE VIII

LIMITATIONS ON LIABILITY; INDEMNIFICATION

8.1 Liability of ASSC Trustee; Indemnification. The ASSC Trustee or the individuals comprising the ASSC Trustee, and the ASSC Trustee's employees, officers, directors, agents, representatives, and professionals, as the case may be, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the ASSC Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud,

willful misconduct or gross negligence, and each shall be entitled to indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities in respect of that person's or entity's or the ASSC Trustee's actions or inactions regarding the implementation or administration of this ASSC Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of the ASSC Trustee (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the ASSC Trust Assets or any applicable insurance coverage. The ASSC Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals. The ASSC Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals regardless of whether such advice is provided in writing. Notwithstanding the foregoing, the ASSC Trustee shall not be under any obligation to consult with its retained professionals, and its determination not to do so shall not result in the imposition of liability on the ASSC Trustee unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.2 Liability of Trust Advisory Board; Indemnification. Each member of the Trust Advisory Board and each respective member's employees, officers, directors, agents, representatives, and professionals shall be held harmless and shall not be liable for actions taken or omitted in their capacity as such, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such member may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such member in respect of that member's or the Trust Advisory Board's actions or inactions regarding the implementation or administration of this ASSC Trust Agreement or the Plan or the discharge of their duties hereunder, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any claim of a member of the Trust Advisory Board (and the other parties entitled to indemnification under this section) to be indemnified, held harmless, or reimbursed shall be satisfied solely from the ASSC Trust Assets or any applicable insurance coverage. The members of the Trust Advisory Board shall be entitled to rely, in good faith, on the advice of the Trust Advisory Board's retained professionals. Notwithstanding the foregoing, the members of the Trust Advisory Board shall not be under any obligation to consult with the Trust Advisory Board's retained professionals, and a determination not to do so shall not result in the imposition of liability on the Trust Advisory Board or its members unless such determination is based on willful misconduct, gross negligence, or intentional fraud.

8.3 Reliance by ASSC Trustee and Trust Advisory Board. Except as otherwise provided in Section 8.1 or Section 8.2 hereof:

(a) The ASSC Trustee and each member of the Trust Advisory Board may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper, document, spreadsheet, or

database reasonably believed by the ASSC Trustee or such member, as applicable, to be genuine and to have been signed or presented by the proper party or parties; and

(b) Except for those liabilities that are determined by Final Order to have arisen out of the intentional fraud, willful misconduct or gross negligence of the ASSC Trustee or a member of the Trust Advisory Board, as applicable, persons dealing with the ASSC Trustee or the Trust Advisory Board shall look only to the ASSC Trust Assets to satisfy any liability incurred by the ASSC Trustee or the Trust Advisory Board, as applicable, to such person in carrying out the terms of this ASSC Trust Agreement, and neither the ASSC Trustee, the Trust Advisory Board nor any of their designees, partners, affiliates, agents, employees, representatives, attorneys, or professionals shall have any personal obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Amendment and Waiver. Any material provision of this ASSC Trust Agreement may be amended or waived by the ASSC Trustee with the consent of the Trust Advisory Board and the approval by the Bankruptcy Court. Amendments to immaterial provisions to this ASSC Trust Agreement may be made as necessary, to clarify this ASSC Trust Agreement or enable the ASSC Trustee to effectuate the terms of this ASSC Trust Agreement, by the ASSC Trustee without Bankruptcy Court approval but subject to the consent of the Trust Advisory Board. Notwithstanding this Section 9.1, any amendments to this ASSC Trust Agreement shall not be inconsistent with the purpose and intention of the ASSC Trust to liquidate in an expeditious but orderly manner the ASSC Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish ASSC Trust. This ASSC Trust Agreement is intended to create a liquidating 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 trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this ASSC Trust Agreement may be amended to comply with such United States federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction. This ASSC Trust Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to provisions, policies, or principles thereof governing conflict or choice of laws.

10.3 Severability. If any provision of this ASSC Trust Agreement or the application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this ASSC Trust Agreement, or the application of such provision to persons or circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this ASSC Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

10.4 Notices. Except as otherwise provided herein, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.4):

If to the ASSC Trustee:

[•]
Attn: [•]
[•]
Facsimile: [•]

If to the Debtor:

Weil, Gotshal & Manges LLP
Attn: Robert J. Lemons
767 Fifth Avenue
New York, New York, 10153
Facsimile: 212-310-8007

If to an ASSC Trust Beneficiary:

To the name and address set forth on the registry
maintained by the ASSC Trustee.

If to the Trust Advisory Board:

[•]
Attn: [•]
[•]
Facsimile: [•]

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

10.6 Relationship to the Plan. The principal purpose of this ASSC Trust Agreement is to aid in the implementation of the Plan and therefore this ASSC Trust Agreement incorporates the provisions of the Plan. If any provisions of this ASSC Trust Agreement are found to conflict with the provisions of the Plan, the provisions of the Plan shall control except for inconsistencies or clarifications in furtherance of the treatment of the ASSC Trust as a liquidating trust for

United States federal income tax purposes, in which case the provisions of this ASSC Trust Agreement shall control.

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

DEBTOR:

ADVANTA SHARED SERVICES CORP.

By: _____

Name:

Title:

TRUSTEE:

FTI CONSULTING, INC.
solely as ASSC Trustee

By: _____

Name:

Annex A
Trust Advisory Board

Manewitz/Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, L.P.