

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

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In re	: Chapter 11
:	
ADVANTA CORP., et al.,	: Case No. 09-13931 (KJC)
:	
Debtors. ¹	: (Jointly Administered)
:	
	: Re: Docket Nos. 1121, 1159, 1171, 1173,
	1185 & 1187
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**SECOND NOTICE OF NON-MATERIAL MODIFICATIONS TO
PLAN SUPPLEMENT IN SUPPORT OF DEBTORS' JOINT PLAN
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, AS MODIFIED**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On February 10, 2011, the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”), held a hearing on confirmation of the *Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code*, dated November 2, 2010 (the “*Plan*”).²
2. On February 11, 2011, the Bankruptcy Court entered its *Order Confirming Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code, as Modified* [Docket No. 1173] (the “*Confirmation Order*”), thereby confirming the Plan [Docket No. 1171] and approving the documents contained in that certain plan supplement (filed on January 22, 2011 [Docket No. 1121] and modified on February 9, 2011 [Docket No. 1159], the “*Plan Supplement*”).

¹ The Debtors in these jointly administered chapter 11 cases are Advanta, 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.

² On the date hereof, the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”), filed a further modified Plan [Docket No. 1185] reflecting certain technical adjustments and modifications thereto.

3. Pursuant to Paragraph 46(b) of the Confirmation Order and Section 12.7 of the Plan, the documents included in the Plan Supplement may be amended or supplemented prior to execution, so long as no such amendment or supplement materially affects the rights of holders of claims against the Debtors and any such amendment or supplement is in form and substance reasonably acceptable to the official committee of unsecured creditors (the “**Creditors’ Committee**”).

4. On February 28, 2011, in accordance with Paragraph 46(b) of the Confirmation Order and Section 12.7 of the Plan, the Debtors, with the consent of the Creditors’ Committee, filed certain non-material modifications to certain of the documents included in the Plan Supplement [Docket No. 1187] (the “**Non-Material Modifications**”). One such Non-Material Modification was made to the Advanta Trust Agreement (as defined in the Plan), which is Exhibit 1.46 to the Plan Supplement (the “**Modified Advanta Trust Agreement**”).

5. Pursuant to Paragraph 46(b) of the Confirmation Order and Section 12.7 of the Plan, the Debtors, with the consent of the Creditors’ Committee, hereby file a further modified Advanta Trust Agreement (the “**Further Modified Advanta Trust Agreement**”). A clean version of the Further Modified Advanta Trust Agreement is attached hereto as **Exhibit A** and a blacklined version, reflecting the changes from the Modified Advanta Trust Agreement (the “**Modifications**”), is attached hereto as **Exhibit B**. The Debtors submit that the Modifications do not materially affect the rights of holders of claims against the Debtors. Accordingly, the Further Modified Advanta Trust Agreement is deemed approved by the Confirmation Order.

Dated: February 28, 2011
Wilmington, Delaware

/s/ Zachary I. Shapiro

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

Exhibit 1.46 - Advanta Trust Agreement

ADVANTA TRUST AGREEMENT

This Advanta Trust Agreement (the “Advanta Trust Agreement”), dated as of February 28, 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”), FTI Consulting, Inc. solely in its capacity as liquidating trustee (together with any successor appointed under the terms hereof, the “Advanta Trustee”), and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Delaware trustee (the “Delaware Trustee”) 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 February 11, 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;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties hereto 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. In accordance with the Plan, the Debtors, Advanta Trustee and the Delaware Trustee hereby establish the Advanta Trust as a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. §§3801 et. seq. (as the same may be amended from time to time, the “Act”) 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 and the Delaware Trustee are hereby authorized to execute and file with any governmental authority any documents necessary to establish the Advanta Trust. In furtherance of the preceding sentence, the Advanta Trustee and the Delaware Trustee are hereby authorized to execute and file a Certificate of Trust of the Advanta Trust with the office of the Secretary of State of the State of Delaware.

(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 take all actions necessary, and create any documents necessary, 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 pertain to pending litigation in which the Debtors or their current or former 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) to 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;
- (xvii) to enter into any shared services agreement with any of the Liquidating Trusts, the Advanta Trust and/or Reorganized Advanta or any of its Affiliates; 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 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. Without

limiting the foregoing, the Advanta Trustee may retain any professional that represented the Creditors' Committee or other parties in interest in the Chapter 11 Cases and the same professional may represent any or all of the Trusts and Reorganized Advanta and its subsidiaries.

(c) Any member, principal, officer, director or employee of the Advanta Trustee is authorized to serve as a director, officer or employee of Reorganized Advanta, ASC and any other Affiliate of Reorganized Advanta.

(d) 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, the Delaware Trustee 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 pertain to pending litigation in which the Debtors or their current or former 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 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, the Delaware 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 ADVANTA 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 reasonable fees and expenses of the Advanta Trustee and the Delaware Trustee (including reasonable fees and expenses that relate to professionals retained by the Advanta Trustee and the Delaware Trustee), 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 and the Delaware 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 Delaware 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 TRUSTEES

5.1 Removal. Each of the Advanta Trustee and the Delaware 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. Each of the Advanta Trustee and the Delaware 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 with respect to the Advanta Trustee 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. Such resignation shall become effective with respect to the Delaware Trustee upon the appointment of a successor Delaware Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor Delaware Trustee by the Bankruptcy Court. If a successor Advanta Trustee or Delaware Trustee, as applicable, is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Advanta Trustee or the Delaware Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor Advanta Trustee or Delaware 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 or Delaware Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor Advanta Trustee or Delaware Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor Advanta Trustee or Delaware Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring Advanta Trustee or Delaware Trustee an instrument accepting the appointment under this Advanta Trust Agreement and agreeing to be bound thereto, and thereupon the successor Advanta Trustee or Delaware Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring Advanta Trustee or Delaware Trustee pursuant to this Advanta Trust Agreement and the Plan; provided, however, that a removed or resigning Advanta Trustee or Delaware Trustee shall, nevertheless, when requested in writing by the successor Advanta Trustee or Delaware Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor Advanta Trustee or Delaware Trustee under the Advanta Trust all the estates, properties, rights, powers and privileges of such predecessor Advanta Trustee or Delaware Trustee, as applicable. Notwithstanding anything contained herein, any successor Delaware Trustee must satisfy the requirements of Section 3807(a) of the Act. Further, any successor Delaware Trustee shall file an amendment to the Certificate of Trust of Advanta Trust setting forth the name and address of such successor Delaware 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.

(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, 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 Winding Up of the Trust and Termination. 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 in accordance with Section 3808 of the Act; provided, however, that the Advanta Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that 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 winding up of the Advanta Trust, the Advanta Trustee shall have no further duties or obligations hereunder. After the winding up of Advanta Trust's affairs by the Advanta Trustee as provided for herein, the Advanta Trustee and the Delaware Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of Advanta Trust to be filed with the office of the Secretary of State of the State of Delaware in accordance with the Act.

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, the Advanta Trust 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 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, the Advanta Trust 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.

(a) Except as otherwise provided in Section 8.1 or Section 8.2 hereof, 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. Notwithstanding the foregoing, no amendment to this Advanta Trust Agreement that would have an adverse effect on the Delaware Trustee shall be effective without the prior written consent of the Delaware Trustee, not to be unreasonably withheld.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish a Liquidating Trust for Tax Purposes. 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 with this Section 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:

FTI Consulting, Inc.
3 Times Square, 10th Floor
New York, New York 10036
Attn: Andrew Scruton
Fax: (212) 499-3636
E-mail: Andrew.Scruton@fticonsulting.com

If to the Debtors:

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

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, to each of:

Lapis Advisers, LP
1640 School Street
Moraga, CA 94556
Attn: Kjerstin Hatch
Fax: 415-376-6281
E-mail: khatch@lapisadvisers.com

with a copy to

Whitman L. Holt
Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067
Fax: 310-407-9090
E-mail: wholt@ktbslaw.com

Stonehill Capital Management, LLC
885 Third Avenue, 30th Floor
New York, NY 10022
Attn: Michael Stern
E-mail: mstern@stonehillcap.com

with a copy to

Ira Dizengoff
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036-6745
Fax: 212-872-1002
E-mail: idizengoff@akingump.com

and

Manewitz Weiker Associates, LLC
360 East 72nd Street, Suite A1401
New York, New York 10021
Attn: Sharon F. Manewitz
Email: Sharon@manewitzweiker.com

with a copy to

Brett Amron
Bast Amron
Suntrust International Center
One Southeast Third Avenue Suite 1440
Miami, Florida 33131
Fax: 305-379-7905
E-mail: bamron@bastamron.com

If to the Delaware Trustee:

Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-1625
Phone: 302-636-6395
Facsimile: 302-636-4149
Attn: Christopher J. Slaybaugh

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.

ARTICLE XI

DELAWARE TRUSTEE

Section 11.1 Delaware Trustee. The Delaware Trustee is appointed to serve as the trustee of Advanta Trust in the State of Delaware for the sole purpose of satisfying the requirement of Section 3807(a) of the Act that Advanta Trust have at least one trustee with a principal place of business in the State of Delaware. Notwithstanding any provision in this Advanta Trust Agreement to the contrary, the duties and responsibilities of the Delaware Trustee shall be limited solely to the execution and delivery of all documents and certificates to form and maintain the existence of Advanta Trust under the Act. Except for the purpose of the foregoing sentence, the Delaware Trustee shall not be deemed a trustee and shall have no management responsibilities or owe any fiduciary duties to Advanta Trust, the Advanta Trustee or any Advanta Trust Beneficiary. It is understood and agreed that the duties and responsibilities of the Delaware Trustee shall be limited to (i) accepting legal process served on Advanta Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the office of the Secretary of State of the State of Delaware which the Delaware Trustee is required to execute under Section 3811 of the Act.

(a) By the execution hereof, the Delaware Trustee accepts the trusts created in this Section 11.1. Except as provided in this Section 11.1, the Delaware Trustee shall not have any duty or liability with respect to the administration of Advanta Trust, the investment of Advanta Trust's property or the payment of dividends or other distributions of income or principal to the Advanta Trust Beneficiaries.

(b) The Delaware Trustee shall not be liable for the acts or omissions of the Advanta Trustee, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties and obligations of the Advanta Trustee or Advanta Trust under this Advanta Trust Agreement, the Plan or any related document. The Delaware Trustee shall not be personally liable under any circumstances, except for its own willful misconduct, intentional fraud or gross negligence. In particular, but not by way of limitation:

(i) The Delaware Trustee shall not be personally liable for any error of judgment made in good faith except to the extent that such error in judgment constitutes willful misconduct or gross negligence;

(ii) No provision of this Advanta Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder, if the Delaware Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(iii) Under no circumstance shall the Delaware Trustee be personally liable for any representation, warranty, covenant, agreement, or indebtedness of Advanta Trust;

(iv) The Delaware Trustee shall not be personally responsible for or in respect of the validity or sufficiency of this Advanta Trust Agreement or for the due execution hereof by the other parties hereto;

(v) The Delaware Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Delaware Trustee may for all purposes hereof rely on a certificate, signed by the Advanta Trustee, as to such fact or matter, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;

(vi) In furtherance of its duties hereunder, the Delaware Trustee (i) may act directly or through agents or attorneys pursuant to agreements entered into with any of them, and the Delaware Trustee shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Delaware Trustee in good faith and due care and (ii) may consult with counsel, accountants and other skilled persons to be selected in good faith and employed by it, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons; and

(vii) Except as expressly provided in this Section 11.1, in accepting and performing the trusts hereby created the Delaware Trustee acts solely as trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Advanta Trust Agreement shall look only to Advanta Trust's property for payment or satisfaction thereof.

(c) The Delaware Trustee shall take such action or refrain from taking such action under this Advanta Trust Agreement as it may be directed in writing by the Advanta Trustee; provided however, that the Delaware Trustee shall not be required to take or refrain from taking any such action if it shall have determined in good faith, or shall have been advised by counsel, that such performance is likely to involve the Delaware Trustee in personal liability or is contrary to the terms of this Advanta Trust Agreement. The Delaware Trustee is entitled to request instruction from the Advanta Trustee in connection with its duties hereunder. The Delaware Trustee shall not be liable to any Person in connection with any action or inaction taken in good faith in accordance with instruction of the Advanta Trustee.

(d) The fees and expenses of the Delaware Trustee will be paid in accordance with Section 4.4(a) and (b) herein. The Delaware Trustee shall be entitled to resign in accordance with Section 5.2 herein.

Section 11.2 Liability of Delaware Trustee; Indemnification. The Delaware Trustee and the Delaware 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 Delaware 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 Delaware 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 Delaware 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.

Section 11.3 Merger or Consolidation of Delaware Trustee. Any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without execution of filing of any paper or any further act on the part of any of the parties hereto, provided that (i) such entity satisfies the requirements of Section 3807(a) of the Act and (ii) such entity's status as successor of the Delaware Trustee does not result in the creation of any conflict of interest between such entity, in its role as Delaware Trustee, and the Trust arising out of claims, rights or causes of actions, suits, and proceedings, whether in law or in equity, against such entity that have been transferred to the Trust as part of the Advanta Trust Assets.

Section 11.4. Miscellaneous. To the extent that provisions of this Advanta Trust Agreement regarding the Delaware Trustee are made applicable to the Delaware Trustee, and conflict with the provisions of this Article XI, the provisions of this Article XI shall prevail.

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: Philip M. Browne
Title: Senior Vice President and Chief Financial Officer

ADVANTA INVESTMENT CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA BUSINESS SERVICES HOLDING CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA BUSINESS SERVICE CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA SERVICE CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA ADVERTISING INC.

By: _____

Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and
Treasurer

ADVANTA MORTGAGE HOLDING COMPANY

By: _____

Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and
Treasurer

ADVANTA VENTURES INC.

By: _____

Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and
Treasurer

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

By: _____

Name: Philip M. Browne
Title: President

IDEABLOB CORP.

By: _____

Name: Philip M. Browne
Title: President

ADVANTA CREDIT CARD RECEIVABLES CORP.

By: _____

Name: Philip M. Browne
Title: President

GREAT EXPECTATIONS INTERNATIONAL INC.

By: _____
Name: Jay A. Dubow
Title: Secretary

GREAT EXPECTATIONS FRANCHISE CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President

GREAT EXPECTATIONS MANAGEMENT CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President

ADVANTA TRUSTEE:

FTI CONSULTING, INC.
solely as Advanta Trustee

By: _____

Name: Andrew Scruton
Title: Senior Managing Director

DELAWARE TRUSTEE:

**WILMINGTON TRUST COMPANY,
solely as Delaware Trustee**

By: _____

Name: Christopher J. Slaybaugh
Title: Vice President

Annex A
Trust Advisory Board

Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, LP

EXHIBIT B

Blackline of Exhibit 1.46 - Advanta Trust Agreement

ADVANTA TRUST AGREEMENT

This Advanta Trust Agreement (the “Advanta Trust Agreement”), dated as of February 28, 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”), FTI Consulting, Inc. solely in its capacity as liquidating trustee (together with any successor appointed under the terms hereof, the “Advanta Trustee”), and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Delaware trustee (the “Delaware Trustee”) 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 February 11, 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.

WITNESSETH

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;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties hereto 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. In accordance with the Plan, the Debtors, Advanta Trustee and the Delaware Trustee hereby establish the Advanta Trust as a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. §§3801 et. seq. (as the same may be amended from time to time, the “Act”) 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 and the Delaware Trustee are hereby authorized to execute and file with any governmental authority any documents necessary to establish the Advanta Trust. In furtherance of the preceding sentence, the Advanta Trustee and the Delaware Trustee are hereby authorized to execute and file a Certificate of Trust of the Advanta Trust with the office of the Secretary of State of the State of Delaware.

(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 take all actions necessary, and create any documents necessary, 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 pertain to pending litigation in which the Debtors or their current or former 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) to 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;
- (xvii) to enter into any shared services agreement with any of the Liquidating Trusts, the Advanta Trust and/or Reorganized Advanta or any of its Affiliates; 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 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. Without limiting the foregoing, the Advanta Trustee may retain any professional that represented the Creditors’ Committee or other parties in interest in the Chapter 11 Cases and the same professional may represent any or all of the Trusts and Reorganized Advanta and its subsidiaries.

(c) Any member, principal, officer, director or employee of the Advanta Trustee is authorized to serve as a director, officer or employee of Reorganized Advanta, ASC and any other Affiliate of Reorganized Advanta.

(d) 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, the Delaware Trustee 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 pertain to pending litigation in which the Debtors or their current or former 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 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, the Delaware 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 ADVANTA 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 reasonable fees and expenses of the Advanta Trustee and the Delaware Trustee (including reasonable fees and expenses that relate to professionals retained by the Advanta Trustee and the Delaware Trustee), 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 and the Delaware 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 Delaware 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 TRUSTEES

5.1 Removal. Each of the Advanta Trustee and the Delaware 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. Each of the Advanta Trustee and the Delaware 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 with respect to the Advanta Trustee 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. Such resignation shall become effective with respect to the Delaware Trustee upon the appointment of a successor Delaware Trustee by the Trust Advisory Board, the acceptance by such successor of such appointment, and the approval of the successor Delaware Trustee by the Bankruptcy Court. If a successor Advanta Trustee or Delaware Trustee, as applicable, is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Advanta Trustee or the Delaware Trustee may petition the Bankruptcy Court for appropriate relief.

5.3 Appointment of Successor Advanta Trustee or Delaware 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 or Delaware Trustee pursuant to Section 5.1 hereof, the Trust Advisory Board shall designate a successor Advanta Trustee or Delaware Trustee who shall be subject to the approval of the Bankruptcy Court. Every successor Advanta Trustee or Delaware Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the retiring Advanta Trustee or Delaware Trustee an instrument accepting the appointment under this Advanta Trust Agreement and agreeing to be bound thereto, and thereupon the successor Advanta Trustee or Delaware Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts and duties of the retiring Advanta Trustee or Delaware Trustee pursuant to this Advanta Trust Agreement and the Plan; provided, however, that a removed or resigning Advanta Trustee or Delaware Trustee shall, nevertheless, when requested in writing by the successor Advanta Trustee or Delaware Trustee, execute and deliver an instrument or instruments conveying and transferring, or confirming the conveyance and transfer, to such successor Advanta Trustee or Delaware Trustee under the Advanta Trust all the estates, properties, rights, powers and privileges of such predecessor Advanta Trustee or Delaware Trustee, as applicable. Notwithstanding anything contained herein, any successor Delaware Trustee must satisfy the requirements of Section 3807(a) of the Act. Further, any successor Delaware Trustee shall file an amendment to the Certificate of Trust of Advanta Trust setting forth the name and address of such successor Delaware 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.

(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, 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 Winding Up of the Trust and Termination. 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 in accordance with Section 3808 of the Act; provided, however, that the Advanta Trustee shall seek approval of the Bankruptcy Court before disposing of any books and records that 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 winding up of the Advanta Trust, the Advanta Trustee shall have no further duties or obligations hereunder. After the winding up of Advanta Trust's affairs by the Advanta Trustee as provided for herein, the Advanta Trustee and the Delaware Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of Advanta Trust to be filed with the office of the Secretary of State of the State of Delaware in accordance with the Act.

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, the Advanta Trust 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, the Advanta Trust 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.

(a) Except as otherwise provided in Section 8.1 or Section 8.2 hereof, 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. Notwithstanding the foregoing, no amendment to this Advanta Trust Agreement that would have an adverse effect on

the Delaware Trustee shall be effective without the prior written consent of the Delaware Trustee, not to be unreasonably withheld.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish a Liquidating Trust for Tax Purposes. 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 with this Section 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:

FTI Consulting, Inc.
3 Times Square, 10th Floor
New York, New York 10036
Attn: Andrew Scruton
Fax: (212) 499-3636
E-mail: Andrew.Scruton@fticonsulting.com

If to the Debtors:

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

E-mail: Robert.Lemons@weil.com

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, to each of:

Lapis Advisers, LP
1640 School Street
Moraga, CA 94556
Attn: Kjerstin Hatch
Fax: 415-376-6281
E-mail: khatch@lapisadvisers.com

with a copy to

Whitman L. Holt
Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067
Fax: 310-407-9090
E-mail: wholt@ktbslaw.com

Stonehill Capital Management, LLC
885 Third Avenue, 30th Floor
New York, NY 10022
Attn: Michael Stern
E-mail: mstern@stonehillcap.com

with a copy to

Ira Dizengoff
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036-6745
Fax: 212-872-1002
E-mail: idizengoff@akingump.com

and

Manewitz Weiker Associates, LLC
360 East 72nd Street, Suite A1401
New York, New York 10021
Attn: Sharon F. Manewitz
Email: Sharon@manewitzweiker.com

with a copy to

Brett Amron
Bast Amron
Suntrust International Center
One Southeast Third Avenue Suite 1440
Miami, Florida 33131
Fax: 305-379-7905
E-mail: bamron@bastamron.com

If to the Delaware Trustee:

Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-1625
Phone: 302-636-6395
Facsimile: 302-636-4149
Attn: Christopher J. Slaybaugh

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.

ARTICLE XI

DELAWARE TRUSTEE

Section 11.1 Delaware Trustee. The Delaware Trustee is appointed to serve as the trustee of Advanta Trust in the State of Delaware for the sole purpose of satisfying the requirement of Section 3807(a) of the Act that Advanta Trust have at least one trustee with a principal place of business in the State of Delaware. Notwithstanding any provision in this Advanta Trust Agreement to the contrary, the duties and responsibilities of the Delaware Trustee shall be limited solely to the execution and delivery of all documents and certificates to form and maintain the existence of Advanta Trust under the Act. Except for the purpose of the foregoing sentence, the

Delaware Trustee shall not be deemed a trustee and shall have no management responsibilities or owe any fiduciary duties to Advanta Trust, the Advanta Trustee or any Advanta Trust Beneficiary. It is understood and agreed that the duties and responsibilities of the Delaware Trustee shall be limited to (i) accepting legal process served on Advanta Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the office of the Secretary of State of the State of Delaware which the Delaware Trustee is required to execute under Section 3811 of the Act.

(a) By the execution hereof, the Delaware Trustee accepts the trusts created in this Section 11.1. Except as provided in this Section 11.1, the Delaware Trustee shall not have any duty or liability with respect to the administration of Advanta Trust, the investment of Advanta Trust's property or the payment of dividends or other distributions of income or principal to the Advanta Trust Beneficiaries.

(b) The Delaware Trustee shall not be liable for the acts or omissions of the Advanta Trustee, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties and obligations of the Advanta Trustee or Advanta Trust under this Advanta Trust Agreement, the Plan or any related document. The Delaware Trustee shall not be personally liable under any circumstances, except for its own willful misconduct, intentional fraud or gross negligence. In particular, but not by way of limitation:

(i) The Delaware Trustee shall not be personally liable for any error of judgment made in good faith except to the extent that such error in judgment constitutes willful misconduct or gross negligence;

(ii) No provision of this Advanta Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder, if the Delaware Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(iii) Under no circumstance shall the Delaware Trustee be personally liable for any representation, warranty, covenant, agreement, or indebtedness of Advanta Trust;

(iv) The Delaware Trustee shall not be personally responsible for or in respect of the validity or sufficiency of this Advanta Trust Agreement or for the due execution hereof by the other parties hereto;

(v) The Delaware Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Delaware Trustee may for all purposes hereof rely on a certificate, signed by

the Advanta Trustee, as to such fact or matter, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;

(vi) In furtherance of its duties hereunder, the Delaware Trustee (i) may act directly or through agents or attorneys pursuant to agreements entered into with any of them, and the Delaware Trustee shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Delaware Trustee in good faith and due care and (ii) may consult with counsel, accountants and other skilled persons to be selected in good faith and employed by it, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons; and

(vii) Except as expressly provided in this Section 11.1, in accepting and performing the trusts hereby created the Delaware Trustee acts solely as trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Advanta Trust Agreement shall look only to Advanta Trust's property for payment or satisfaction thereof.

(c) The Delaware Trustee shall take such action or refrain from taking such action under this Advanta Trust Agreement as it may be directed in writing by the Advanta Trustee; provided however, that the Delaware Trustee shall not be required to take or refrain from taking any such action if it shall have determined in good faith, or shall have been advised by counsel, that such performance is likely to involve the Delaware Trustee in personal liability or is contrary to the terms of this Advanta Trust Agreement. The Delaware Trustee is entitled to request instruction from the Advanta Trustee in connection with its duties hereunder. The Delaware Trustee shall not be liable to any Person in connection with any action or inaction taken in good faith in accordance with instruction of the Advanta Trustee.

(d) The fees and expenses of the Delaware Trustee will be paid in accordance with Section 4.4(a) and (b) herein. The Delaware Trustee shall be entitled to resign in accordance with Section 5.2 herein.

Section 11.2 Liability of Delaware Trustee; Indemnification. The Delaware Trustee and the Delaware 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 Delaware 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 Delaware 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 Delaware 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.

Section 11.3 Merger or Consolidation of Delaware Trustee. Any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without execution of filing of any paper or any further act on the part of any of the parties hereto, provided that (i) such entity satisfies the requirements of Section 3807(a) of the Act and (ii) such entity's status as successor of the Delaware Trustee does not result in the creation of any conflict of interest between such entity, in its role as Delaware Trustee, and the Trust arising out of claims, rights or causes of actions, suits, and proceedings, whether in law or in equity, against such entity that have been transferred to the Trust as part of the Advanta Trust Assets.

Section 11.4. Miscellaneous. To the extent that provisions of this Advanta Trust Agreement regarding the Delaware Trustee are made applicable to the Delaware Trustee, and conflict with the provisions of this Article XI, the provisions of this Article XI shall prevail.

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: Philip M. Browne
Title: Senior Vice President and Chief Financial Officer

ADVANTA INVESTMENT CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA BUSINESS SERVICES HOLDING CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA BUSINESS SERVICE CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA SERVICE CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and Treasurer

ADVANTA ADVERTISING INC.

By: _____

Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and
Treasurer

ADVANTA MORTGAGE HOLDING COMPANY

By: _____

Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and
Treasurer

ADVANTA VENTURES INC.

By: _____

Name: Philip M. Browne
Title: Senior Vice President, Chief Financial Officer and
Treasurer

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

By: _____

Name: Philip M. Browne
Title: President

IDEABLOB CORP.

By: _____

Name: Philip M. Browne
Title: President

ADVANTA CREDIT CARD RECEIVABLES CORP.

By: _____

Name: Philip M. Browne
Title: President

GREAT EXPECTATIONS INTERNATIONAL INC.

By: _____
Name: Jay A. Dubow
Title: Secretary

GREAT EXPECTATIONS FRANCHISE CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President

GREAT EXPECTATIONS MANAGEMENT CORP.

By: _____
Name: Philip M. Browne
Title: Senior Vice President

ADVANTA TRUSTEE:

FTI CONSULTING, INC.
solely as Advanta Trustee

By: _____

Name: Andrew Scruton
Title: Senior Managing Director

DELAWARE TRUSTEE:

**WILMINGTON TRUST COMPANY,
solely as Delaware Trustee**

By: _____

Name: Christopher J. Slaybaugh
Title: Vice President

Annex A
Trust Advisory Board

Manewitz Weiker Associates, LLC

Stonehill Capital Management, LLC

Lapis Advisers, LP