

**THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT.**

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

-----X  
:  
*In re* : Chapter 11  
:  
ADVANTA CORP., *et al.*, : Case No. 09-13931 (KJC)  
:  
Debtors. : (Jointly Administered)  
:  
-----X

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

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POSSESSION

Dated: November 2, 2010  
(as modified December 13, 2010)

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## **EXHIBITS**

Exhibit 1.10 - AC Trust Agreement

Exhibit 1.27 - Advanta Auto Finance Trust Agreement

Exhibit 1.41 - Advanta Finance Trust Agreement

Exhibit 1.46 - Advanta Trust Agreement

Exhibit 1.57 - Advantennis Trust Agreement

Exhibit 1.69 - AMCUSA Trust Agreement

Exhibit 1.79 - ASSC Trust Agreement

## **SCHEDULES**

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

Schedule 12.10 - List of Proofs of Claims Which are Disallowed Because They Are Duplicative of the Proofs of Claims Already Filed by the Applicable Indenture Trustee

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

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: Chapter 11  
*In re* :  
: Case No. 09-13931 (KJC)  
ADVANTA CORP., *et al.*, :  
: (Jointly Administered)  
Debtors. :  
:-----X

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

Advanta Corp., Advanta Investment Corp., Advanta Business Services Holding Corp., Advanta Business Services Corp., Advanta Shared Services Corp., Advanta Service Corp., Advanta Advertising Inc., Advantennis Corp., Advanta Mortgage Holding Company, Advanta Auto Finance Corporation, Advanta Mortgage Corp. USA, Advanta Finance Corp., Advanta Ventures Inc., BE Corp. (f/k/a BizEquity Corp.), ideablob Corp., Advanta Credit Card Receivables Corp., Great Expectations International Inc., Great Expectations Franchise Corp., and Great Expectations Management Corp. propose the following joint chapter 11 plan pursuant to section 1121(a) of the Bankruptcy Code:

**ARTICLE I**

***DEFINITION AND INTERPRETATION***

**A. Definitions.**

**1.1** ***8.99% Indenture*** means that certain indenture, dated as of December 17, 1996, between Advanta and the 8.99% Indenture Trustee, pursuant to which Advanta issued the Subordinated Notes.

**1.2** ***8.99% Indenture Trustee*** means the indenture trustee for the Subordinated Notes under the 8.99% Indenture.

**1.3** ***ABC*** means Advanta Bank Corp., a Utah industrial bank.

**1.4** ***ABC Parties*** means, collectively, ABC and Advanta Business Receivables Corp., a Nevada corporation.

**1.5** *ABHC* means Advanta Bank Holding Corp., a Delaware corporation.

**1.6** *AC Beneficial Interests* means, collectively, AC Class A Beneficial Interests and AC Class B Beneficial Interests.

**1.7** *AC Class A Beneficial Interest* means a senior beneficial interest in the AC Trust to be issued to each holder of an Allowed Investment Note Claim, Allowed RediReserve Certificate Claim, Allowed General Unsecured Claim against any of the Consolidated Debtors, and an Allowed Subordinated Note Claim, which entitles its holder to receive distributions from the AC Trust as set forth in the Plan.

**1.8** *AC Class B Beneficial Interest* means a junior beneficial interest in the AC Trust to be issued to holders of Allowed Subordinated Claims against any of the Consolidated Debtors, which entitles its holder to receive distributions from the AC Trust as set forth in the Plan.

**1.9** *AC Trust* means the liquidating trust established under Section 5.4 of the Plan for the purposes of liquidating and distributing the AC Trust Assets to holders of AC Beneficial Interests.

**1.10** *AC Trust Agreement* means the agreement between the Debtors and the AC Trustee governing the AC Trust, dated as of the Effective Date, which shall be substantially in the form set forth on *Exhibit 1.10*, to be filed with the Plan Supplement.

**1.11** *AC Trust Assets* means all rights and assets of the Consolidated Debtors as of the Effective Date, including, without limitation, all Causes of Action of any Consolidated Debtor, all stock in any Debtor Affiliate (other than Advanta and ASC) and non-Debtor Affiliate (other than ABHC), all assets of ABHC, and all Books and Privileges of the Consolidated Debtors that relate to the AC Trust Assets; *provided, however*, that the AC Trust Assets shall not include the Advanta Trust Assets, Advanta Auto Finance Trust Assets, ASSC Trust Assets, AMCUSA Trust Assets, Advanta Finance Trust Assets, Advantennis Trust Assets, the Reorganized Advanta Assets, and the partnership interests of Advanta, ASC and ABHC in Fleet Credit Card Services, L.P.

**1.12** *AC Trust Beneficiaries* means those holders of Claims against the Consolidated Debtors, in each case, as and when Allowed, who will receive AC Beneficial Interests on account of their Allowed Claims pursuant to the Plan.

**1.13** *AC Trustee* means the trustee or co-trustees, as the case may be, governing the AC Trust.

**1.14** *ACT* means Advanta Capital Trust I, that certain Delaware statutory business trust formed under Chapter 38 of Title 12 of the Delaware Code, 12 De. Code 3801 et seq., pursuant to the ACT Declaration of Trust.

**1.15** *ACT Administrative Trustee* means Advanta.

**1.16 ACT Declaration of Trust** means that certain Amended and Restated Declaration of Trust of Advanta Capital Trust I, dated as of December 17, 1996, among the ACT Trustees, Advanta, as sponsor, and the holders from time to time of undivided beneficial interests in the assets of ACT.

**1.17 ACT Securities** means the Trust Preferred Securities, the Subordinated Notes and the Common Securities.

**1.18 ACT Trustees** means those trustees acting for ACT from time to time as provided for in the ACT Declaration of Trust.

**1.19 Administrative Expense Claim** means any Claim constituting a cost or expense of administration of the Chapter 11 Cases pursuant to sections 330, 365, 503(b), 507(a)(2) or 507(b) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses, incurred after the Commencement Date, of preserving the Debtors' Estates, (b) any actual and necessary costs and expenses, incurred after the Commencement Date, of operating the Debtors' businesses, (c) any indebtedness or obligations incurred or assumed by the Debtors in Possession during the Chapter 11 Cases and (d) any compensation for professional services rendered and reimbursement of expenses incurred after the Commencement Date. Any fees or charges assessed against the estates of the Debtors under section 1930 of chapter 123 of title 28 of the United States Code are excluded from the definition of Administrative Expense Claim and shall be paid in accordance with Section 12.8 of the Plan.

**1.20 Advanta** means Advanta Corp., a Delaware corporation.

**1.21 Advanta Auto Finance** means Advanta Auto Finance Corp., a Nevada corporation.

**1.22 Advanta Auto Finance Beneficial Interests** means, collectively, the Advanta Auto Finance Class A Beneficial Interests, the Advanta Auto Finance Class B Beneficial Interests, and the Advanta Auto Finance Class C Beneficial Interests.

**1.23 Advanta Auto Finance Class A Beneficial Interest** means a senior beneficial interest in the Advanta Auto Finance Trust to be issued to each holder of an Allowed General Unsecured Claim against Advanta Auto Finance, which entitles its holder to receive distributions from the Advanta Auto Finance Trust as set forth in the Plan.

**1.24 Advanta Auto Finance Class B Beneficial Interest** means a junior beneficial interest in the Advanta Auto Finance Trust to be issued to each holder of an Allowed Subordinated Claim against Advanta Auto Finance, which entitles its holder to receive distributions from the Advanta Auto Finance Trust as set forth in the Plan.

**1.25 Advanta Auto Finance Class C Beneficial Interest** means a residual beneficial interest in the Advanta Auto Finance Trust to be issued to each holder of an Equity Interest in Advanta Auto Finance, which entitles its holder to receive distributions from the Advanta Auto Finance Trust as set forth in the Plan.

**1.26 Advanta Auto Finance Trust** means the liquidating trust established under Section 5.4 of the Plan for the purposes of liquidating and distributing the Advanta Auto Finance Trust Assets to holders of Advanta Auto Finance Beneficial Interests.

**1.27 Advanta Auto Finance Trust Agreement** means the agreement between Advanta Auto Finance and the Advanta Auto Finance Trustee governing the Advanta Auto Finance Trust, dated as of the Effective Date, which shall be substantially in the form set forth on *Exhibit 1.27*, to be filed with the Plan Supplement.

**1.28 Advanta Auto Finance Trust Assets** means all assets of Advanta Auto Finance as of the Effective Date, including all Causes of Action of Advanta Auto Finance, and all Books and Privileges of Advanta Auto Finance.

**1.29 Advanta Auto Finance Trust Beneficiaries** means those holders of Claims against Advanta Auto Finance, in each case, as and when Allowed, and those holders of Equity Interests in Advanta Auto Finance, who will receive Advanta Auto Finance Beneficial Interests on account of their Allowed Claims and Equity Interests pursuant to the Plan.

**1.30 Advanta Auto Finance Trustee** means the trustee or co-trustees, as the case may be, governing the Advanta Auto Finance Trust.

**1.31 Advanta Bank** means Advanta Bank, a Delaware state-chartered depository institution.

**1.32 Advanta Beneficial Interests** means Advanta Class A Beneficial Interests and Advanta Class B Beneficial Interests.

**1.33 Advanta Class A Beneficial Interest** means a senior beneficial interest in the Advanta Trust to be issued to each holder of an Allowed Investment Note Claim, Allowed RediReserve Certificate Claim, Allowed General Unsecured Claim against any of the Consolidated Debtors, and an Allowed Subordinated Note Claim, which entitles its holder to receive distributions from the Advanta Trust as set forth in the Plan.

**1.34 Advanta Class B Beneficial Interest** means a junior beneficial interest in the Advanta Trust to be issued to each holder of an Allowed Subordinated Claim against any of the Consolidated Debtors, which entitles its holder to receive distributions from the Advanta Trust as set forth in the Plan.

**1.35 Advanta Finance** means Advanta Finance Corp., a Nevada corporation.

**1.36 Advanta Finance Beneficial Interests** means Advanta Finance Class A Beneficial Interests, Advanta Finance Class B Beneficial Interests, and Advanta Finance Class C Beneficial Interests.

**1.37 Advanta Finance Class A Beneficial Interest** means a senior beneficial interest in the Advanta Finance Trust to be issued to each holder of an Allowed General Unsecured Claim against Advanta Finance, which entitles its holder to receive distributions from the Advanta Finance Trust as set forth in the Plan.

**1.38 Advanta Finance Class B Beneficial Interest** means a junior beneficial interest in the Advanta Finance Trust to be issued to each holder of an Allowed Subordinated Claim against Advanta Finance, which entitles its holder to receive distributions from the Advanta Finance Trust as set forth in the Plan.

**1.39 Advanta Finance Class C Beneficial Interest** means a residual beneficial interest in the Advanta Finance Trust to be issued to each holder of an Equity Interest in Advanta Finance, which entitles its holder to receive distributions from the Advanta Finance Trust as set forth in the Plan.

**1.40 Advanta Finance Trust** means the liquidating trust established under Section 5.4 of the Plan for the purposes of liquidating and distributing the Advanta Finance Trust Assets to holders of Advanta Finance Beneficial Interests.

**1.41 Advanta Finance Trust Agreement** means the agreement between Advanta Finance and the Advanta Finance Trustee governing the Advanta Finance Trust, dated as of the Effective Date, which shall be substantially in the form set forth on **Exhibit 1.41**, to be filed with the Plan Supplement.

**1.42 Advanta Finance Trust Assets** means all assets of Advanta Finance as of the Effective Date, including all Causes of Action of Advanta Finance, and all Books and Privileges of Advanta Finance.

**1.43 Advanta Finance Trust Beneficiaries** means those holders of Claims against Advanta Finance, in each case, as and when Allowed, and those holders of Equity Interests in Advanta Finance, who will receive Advanta Finance Beneficial Interests on account of their Allowed Claims and Equity Interests pursuant to the Plan.

**1.44 Advanta Finance Trustee** means the trustee or co-trustees, as the case may be, governing the Advanta Finance Trust.

**1.45 Advanta Trust** means the liquidating trust established under Section 5.5 of the Plan.

**1.46 Advanta Trust Agreement** means the agreement between the Debtors and the Advanta Trustee, governing the Advanta Trust, dated as of the Effective Date, which shall be substantially in the form set forth on **Exhibit 1.46**, to be filed with the Plan Supplement.

**1.47 Advanta Trust Assets** means \$100,000 in Cash to fund administrative costs of the Advanta Trust and all stock of Reorganized Advanta.

**1.48 Advanta Trust Beneficial Interests** means, collectively, the Advanta Class A Beneficial Interests and the Advanta Class B Beneficial Interests.

**1.49 Advanta Trust Beneficiaries** means those holders of Claims against the Consolidated Debtors, in each case, as and when Allowed, who will receive Advanta Beneficial Interests on account of their Allowed Claims pursuant to the Plan

**1.50 Advanta Trustee** means the trustee or co-trustee, as the case may be, governing the Advanta Trust.

**1.51 Advantennis** means Advantennis Corp., a Delaware corporation.

**1.52 Advantennis Beneficial Interests** means Advantennis Class A Beneficial Interests and Advantennis Class B Beneficial Interests.

**1.53 Advantennis Class A Beneficial Interest** means a senior beneficial interest in the Advantennis Trust to be issued to each holder of an Allowed General Unsecured Claim against Advantennis, which entitles its holder to receive distributions from the Advantennis Trust as set forth in the Plan.

**1.54 Advantennis Class B Beneficial Interest** means a junior beneficial interest in the Advantennis Trust to be issued to each holder of Allowed Subordinated Claims in Advantennis, which entitles its holder to receive distributions from the Advantennis Trust as set forth in the Plan.

**1.55 Advantennis Trust** means the liquidating trust established under Section 5.4 of the Plan, for the purposes of liquidating and distributing the Advantennis Trust Assets to holders of Advantennis Beneficial Interests.

**1.56 Advantennis Trust Assets** means all assets of Advantennis as of the Effective Date, including all Causes of Action of Advantennis, and all Books and Privileges of Advantennis.

**1.57 Advantennis Trust Agreement** means the agreement between Advantennis and the Advantennis Trustee governing the Advantennis Trust, dated as of the Effective Date, which shall be substantially in the form set forth on **Exhibit 1.57**, to be filed with the Plan Supplement.

**1.58 Advantennis Trust Beneficiaries** means those holders of Claims against Advantennis, in each case, as and when Allowed, and those holders of Equity Interests in Advantennis, who will receive Advantennis Beneficial Interests on account of their Allowed Claims and Equity Interests pursuant to the Plan.

**1.59 Advantennis Trustee** means the trustee or co-trustees, as the case may be, governing the Advantennis Trust.

**1.60 Affiliate** has the meaning set forth in section 101(2) of the Bankruptcy Code.

**1.61 Allowed** means, with reference to any Claim against the Debtors, (a) any fixed Claim against any Debtor that has been listed by such Debtor in its Schedules (as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009 and any applicable local Bankruptcy Rule) as liquidated in amount and not disputed or contingent and for which no contrary proof of Claim has been filed or no timely objection to allowance or request for estimation has been interposed, (b) any timely filed proof of Claim (i) as

to which no objection has been or is interposed in accordance with Section 7.2 of the Plan or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Bankruptcy Court and as to which any such applicable period of limitation has expired or (ii) as to which any objection has been determined by a Final Order and to the extent such objection is determined in favor of the respective holder of such Claim, (c) any Claim expressly allowed by a Final Order or under the Plan, (d) any Claim that is compromised, settled or otherwise resolved pursuant to a Final Order of the Bankruptcy Court or as provided in Section 7.5 of the Plan; provided, however, that (x) Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” and (y) “Allowed Claim” shall not include any Claim subject to disallowance in accordance with section 502(d) of the Bankruptcy Code. Unless otherwise specified in the Plan or by order of the Bankruptcy Court, “Allowed Claim” shall not, for any purpose under the Plan, include interest on such Claim from and after the Commencement Date.

**1.62** *AMCUSA* means Advanta Mortgage Corp. USA., a Delaware corporation.

**1.63** *AMCUSA Beneficial Interests* means AMCUSA Class A Beneficial Interests, AMCUSA Class B Beneficial Interests, and AMCUSA Class C Beneficial Interests.

**1.64** *AMCUSA Class A Beneficial Interest* means a senior beneficial interest in the AMCUSA Trust to be issued to each holder of an Allowed General Unsecured Claim against AMCUSA, which entitles its holder to receive distributions from the AMCUSA Trust as set forth in the Plan.

**1.65** *AMCUSA Class B Beneficial Interest* means a junior beneficial interest in the AMCUSA Trust to be issued to each holder of an Allowed Subordinated Claim against AMCUSA, which entitles its holder to receive distributions from the AMCUSA Trust as set forth in the Plan.

**1.66** *AMCUSA Class C Beneficial Interest* means a residual beneficial interest in the AMCUSA Trust issued to each holder of an Equity Interest in AMCUSA, which entitles its holder to receive distributions from the AMCUSA Trust as set forth in the Plan.

**1.67** *AMCUSA Trust* means the liquidating trust established under Section 5.4 of the Plan, for the purposes of liquidating and distributing the AMCUSA Trust Assets to holders of AMCUSA Beneficial Interests.

**1.68** *AMCUSA Trust Assets* means all assets of AMCUSA as of the Effective Date, including all Causes of Action of AMCUSA, and all Books and Privileges of AMCUSA.

**1.69** *AMCUSA Trust Agreement* means the agreement between AMCUSA and the AMCUSA Trustee governing the AMCUSA Trust, dated as of the Effective Date, which shall be substantially in the form set forth on *Exhibit 1.69*, to be filed with the Plan Supplement.

**1.70** *AMCUSA Trust Beneficiaries* means those holders of Claims against AMCUSA, in each case, as and when Allowed, and those holders of Equity Interests in



AMCUSA, who will receive AMCUSA Beneficial Interests on account of their Allowed Claims and Equity Interests pursuant to the Plan.

**1.71 AMCUSA Trustee** means the trustee or co-trustees, as the case may be, governing the AMCUSA Trust.

**1.72 ASC** means Advanta Service Corp., a Delaware corporation.

**1.73 ASSC** means Advanta Shared Services Corp., a Delaware corporation.

**1.74 ASSC Beneficial Interests** means ASSC Class A Beneficial Interests and ASSC Class B Beneficial Interests.

**1.75 ASSC Class A Beneficial Interest** means a senior beneficial interest in the ASSC Trust to be issued to each holder of an Allowed General Unsecured Claim against ASSC, which entitles its holder to receive distributions from the ASSC Trust as set forth in the Plan.

**1.76 ASSC Class B Beneficial Interest** means a junior beneficial interest in the ASSC Trust to be issued to each holder of an Allowed Subordinated Claim against ASSC, which entitles its holder to receive distributions from the ASSC Trust as set forth in the Plan.

**1.77 ASSC Trust** means the liquidating trust established under Section 5.4 of the Plan, for the purposes of liquidating and distributing the ASSC Trust Assets to holders of ASSC Beneficial Interests.

**1.78 ASSC Trust Assets** means all assets of ASSC as of the Effective Date, including all Causes of Action of ASSC, and all Books and Privileges of ASSC.

**1.79 ASSC Trust Agreement** means the agreement between ASSC and the ASSC Trustee governing the ASSC Trust, dated as of the Effective Date, which shall be substantially in the form set forth on **Exhibit 1.79**, to be filed with the Plan Supplement.

**1.80 ASSC Trust Beneficiaries** means those holders of Claims against ASSC, in each case, as and when Allowed, and those holders of Equity Interests in ASSC, who will receive ASSC Beneficial Interests on account of their Allowed Claims and Equity Interests pursuant to the Plan.

**1.81 ASSC Trustee** means the trustee or co-trustees, as the case may be, governing the ASSC Trust.

**1.82 Avoidance and Subordination Actions** means any actions commenced, or that may be commenced before or after the Effective Date, pursuant to sections 510, 542, 544, 545, 547, 548, 550, 551, or 553 of the Bankruptcy Code, including without limitation, such actions that arise under state law.

**1.83 Bankruptcy Code** means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

**1.84 Bankruptcy Court** means the United States Bankruptcy Court for the District of Delaware or any other court of the United States having jurisdiction over the Chapter 11 Cases.

**1.85 Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time.

**1.86 BE Corp.** means BE Corp. (f/k/a/ BizEquity Corp.), a Delaware corporation.

**1.87 Beneficial Interests** means, collectively, the Liquidating Trust Beneficial Interests and the Advanta Trust Beneficial Interests.

**1.88 Books and Privileges** means, with respect to a particular Debtor or group of Debtors, all books and records of such Debtor(s), including, without limitation, all documents and communications of any kind, whether physical or electronic, the right to assert or waive any privilege, including, but not limited to, any attorney-client privilege, work-product protection, or other privilege or immunity attaching to any documents or communications (whether written, electronic or oral), and rights to direct current or former agents, attorneys, advisors and other professionals of such Debtor(s) to deliver such documents or communications.

**1.89 Business Day** means any day other than a Saturday, Sunday or any other day on which commercial banks in Wilmington, Delaware are required or authorized to close by law or executive order.

**1.90 Cash** means lawful currency of the United States of America, including but not limited to bank deposits, checks and other similar items.

**1.91 Causes of Action** means any and all Claims, Avoidance and Subordination Actions, demands, rights, actions, rights of action, causes of action, judgments, proceedings, damages, accounts, defenses, affirmative defenses, rights of setoff, offsets, powers, privileges, licenses, franchises, third-party claims, counterclaims, cross-claims, suits and other rights of recovery of the Debtors, the Debtors in Possession and the Estates (but subject in all cases to the exculpation provisions of Section 10.7 hereof), against or with respect to any Person, including without limitation Claims of a Debtor or the Estates against another Debtor, affiliate, current or former officer, director or employee of any Debtor or any affiliate or property, wherever located, of any nature whatsoever, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, asserted or unasserted or pending as of the Effective Date, whether direct, indirect, derivative or on any other basis, whether existing or hereafter arising, whether arising in whole or in part prior to, on or after the Commencement Date, based in whole or in part upon any act or omission or other event occurring prior to the Commencement or during the course of the Chapter 11 Cases or thereafter, in contract or in tort, at law or in equity, whether pursuant to any federal or state statute or common law or under any theory of law or equity, including without limitation any available: (a) rights of setoff, counterclaim, recoupment, replevin or reclamation, and Claims on contracts or for breaches of duties imposed by law, (b) rights to object to or seek

estimation of Claims or Equity Interests, (c) Claims pursuant to section 362 of the Bankruptcy Code, (d) Claims and defenses against any Person, including without limitation, for intentional or negligent misrepresentation, fraud, mistake, duress and usury, breach of fiduciary duty, fraud, malpractice, negligence, breach of contract, wrongful distribution, aiding and abetting, or inducement, and (e) rights and remedies under sections 502(d), 506, 509, 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552, and 553 of the Bankruptcy Code.

**1.92 Chapter 11 Cases** means the cases commenced by the Debtors under chapter 11 of the Bankruptcy Code, styled as “In re Advanta Corp., et al.”, which have been jointly administered by order of the Bankruptcy Court under case number 09-13931 (KJC).

**1.93 Charging Lien** means any right of the Indenture Trustees under the applicable Indenture to a Lien upon or other priority in payment with respect to distributions to be made to holders of Investment Note Claims, RediReserve Certificate Claims or Subordinated Note Claims.

**1.94 Claim** has the meaning set forth in section 101(5) of the Bankruptcy Code.

**1.95 Class** means any group of substantially similar Claims or Equity Interests classified by the Plan pursuant to section 1122 of the Bankruptcy Code.

**1.96 Class A Beneficial Interest** means, collectively, the AC Class A Beneficial Interest, the AMCUSA Class A Beneficial Interest, the Advanta Auto Finance Class A Beneficial Interest, the Advanta Finance Class A Beneficial Interest, the ASSC Class A Beneficial Interest, and the Advantennis Class A Beneficial Interest.

**1.97 Class B Beneficial Interest** means, collectively, the AMCUSA Class B Beneficial Interest, the Advanta Auto Finance Class B Beneficial Interest, the Advanta Finance Class B Beneficial Interest, the ASSC Class B Beneficial Interest, and the Advantennis Class B Beneficial Interest.

**1.98 Class C Beneficial Interest** means, collectively, the AMCUSA Class C Beneficial Interest, the Advanta Auto Finance Class C Beneficial Interest, and the Advanta Finance Class C Beneficial Interest.

**1.99 Collateral** means any property or interest in property of the Estates of any of the Debtors that is subject to a Lien, charge or other encumbrance to secure the payment or performance of a Claim, which Lien, charge or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

**1.100 Commencement Date** means, as applicable, the First Commencement Date and/or the Second Commencement Date.

**1.101 Common Securities** means the securities representing common undivided beneficial interests in the assets of ACT.

**1.102 Compensation and Benefit Programs** shall have the meaning ascribed to such term in Section 8.7 of the Plan.

**1.103 Confirmation Date** means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket with respect to the Chapter 11 Cases.

**1.104 Confirmation Hearing** means the hearing conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

**1.105 Confirmation Order** means the order or orders of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

**1.106 Consolidated Debtors** means Advanta, Advanta Investment Corp., Advanta Business Services Holding Corp., Advanta Business Services Corp., ASC, Advanta Advertising Inc., Advanta Mortgage Holding Company, 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..

**1.107 Contingent Claim** means any Claim, the liability for which attaches or is dependent upon the occurrence or happening of, or is triggered by, an event, which event has not yet occurred, happened or been triggered as of the date on which such Claim is sought to be estimated or an objection to such Claim is filed, whether or not such event is within the actual or presumed contemplation of the holder of such Claim and whether or not a relationship between the holder of such Claim and the applicable Debtor now or hereafter exists or previously existed.

**1.108 Creditors' Committee** means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

**1.109 D&O Insurance Policies** means all primary and excess insurance policies of the Debtors that provide for, among other things, coverage for liability related to the actions or omissions of the Debtors' directors or officers.

**1.110 Debtors** means Advanta, Advanta Investment Corp., Advanta Business Services Holding Corp., Advanta Business Services Corp., ASSC, ASC, Advanta Advertising Inc., Advantennis, Advanta Mortgage Holding Company, Advanta Auto Finance, AMCUSA, Advanta Finance, 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..

**1.111 Debtors in Possession** means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases under sections 1107(a) and 1108 of the Bankruptcy Code.

**1.112 Deferred Compensation Plan** means the Advanta Corp. Non-Employee Directors Deferral Plan (as amended).

**1.113 Deferred Compensation Trust** means the Advanta Corp. Non-Employee Directors Deferral Plan Trust.

**1.114 Disbursing Agent** means, with respect to each Trust, the Trustee of that Trust or any entity appointed by such Trustee as a disbursing agent.

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

**1.116 Disclosure Statement Order** means the order of the Bankruptcy Court approving, among other things, the Disclosure Statement and establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan.

**1.117 Distribution Record Date** means the date that is three (3) Business Days from and after the Confirmation Date.

**1.118 Effective Date** means a Business Day selected by the Debtors on or after the Confirmation Date, on which (a) no stay of the Confirmation Order is in effect and (b) the conditions precedent to the effectiveness of the Plan specified in Section 9.1 of the Plan shall have been satisfied or waived as provided in Section 9.2 of the Plan.

**1.119 Equity Interest** means the interest of any holder of equity securities of any of the Debtors represented by issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership interest in any of the Debtors, whether or not transferable, or any option, warrant, contractual or other right to acquire any such interest.

**1.120 Estates** means the estates created pursuant to section 541 of the Bankruptcy Code upon the filing of the Chapter 11 Cases.

**1.121 FDIC Settlement Agreement** means the Settlement Agreement, dated as of August 27, 2010 among the Debtors, the Creditors' Committee and the Federal Deposit Insurance Corporation, as receiver for ABC.

**1.122 Final Order** means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for a new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and (ii) the time to take any further appeal, petition for certiorari, or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules, may be filed relating to such order shall not prevent such order from being a Final Order.

**1.123 First Commencement Date** means November 8, 2009, the date on which Advanta, Advanta Investment Corp., Advanta Business Services Holding Corp., Advanta Business Services Corp., ASSC, ASC, Advanta Advertising Inc., Advantennis, Advanta Mortgage Holding Company, Advanta Auto Finance, AMCUSA, Advanta Finance, Great

Expectations International Inc., Great Expectations Franchise Corp., and Great Expectations Management Corp. filed their voluntary petitions under chapter 11 of the Bankruptcy Code.

**1.124 General Unsecured Claim** means any Claim against a Debtor other than an Administrative Expense Claim, Priority Tax Claim, Priority Non-Tax Claim, Secured Claim, Investment Note Claim, RediReserve Certificate Claim, and Subordinated Note Claim.

**1.125 Governmental Unit** has the meaning set forth in section 101(27) of the Bankruptcy Code.

**1.126 Indentures** means the 8.99% Indenture and the Investment Note Indenture, collectively.

**1.127 Indenture Trustees** means the Retail Note Indenture Trustee, the 8.99% Indenture Trustee and the ACT Trustees, collectively.

**1.128 Indenture Trustee Fees** means the accrued and unpaid fees, costs, and expenses of the Indenture Trustees, including the fees, costs and expenses of the Indenture Trustees' attorneys, payable pursuant to the 8.99% Indenture, the Investment Note Indenture, or the ACT Declaration of Trust, as applicable.

**1.129 Initial Distribution** shall have the meaning ascribed to such term in Section 5.4(k) of the Plan.

**1.130 Intercompany Claim** means any Claim against any Debtor held by another Debtor.

**1.131 Investment Notes** are senior unsecured debt securities that, together with the RediReserve Certificates, were offered by Advanta and its predecessors directly to retail investors in certain states in order to fund general corporate purposes.

**1.132 Investment Note Claims** means all Claims relating to the Investment Notes arising under the Investment Note Indenture.

**1.133 Investment Note Indenture** means that certain indenture dated October 23, 1995 between Advanta and the Retail Note Indenture Trustee pursuant to which the Investment Notes and the RediReserve Certificates were issued.

**1.134 Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

**1.135 Like Amount** means, with respect to the distribution of the Subordinated Notes to the holders of the Trust Preferred Securities (and Allowed Subordinated Note Claims in respect thereof), Subordinated Notes having a principal amount equal to the liquidation amount of the Trust Preferred Securities of the holder to whom such Subordinated Notes are distributed.

**1.136 Liquidating Trust Agreements** means, collectively, the AC Trust Agreement, the AMCUSA Trust Agreement, the Advanta Auto Finance Trust Agreement, the

Advanta Finance Trust Agreement, the ASSC Trust Agreement and the Advantennis Trust Agreement.

**1.137 Liquidating Trust Assets** means, collectively, the AC Trust Assets, the AMCUSA Trust Assets, the Advanta Auto Finance Trust Assets, the Advanta Finance Trust Assets, the ASSC Trust assets and the Advantennis Trust Assets.

**1.138 Liquidating Trust Beneficial Interests** means, collectively, the AC Beneficial Interests, the AMCUSA Beneficial Interests, the Advantennis Beneficial Interests, the Advanta Auto Finance Beneficial Interests, the Advanta Finance Beneficial Interests, and the ASSC Beneficial Interests.

**1.139 Liquidating Trust Beneficiaries** means, collectively, the AC Trust Beneficiaries, the AMCUSA Trust Beneficiaries, the Advanta Auto Finance Trust Beneficiaries, the Advanta Finance Trust Beneficiaries, the ASSC Trust Beneficiaries and the Advantennis Trust Beneficiaries.

**1.140 Liquidating Trustees** means, collectively, the AC Trustee, the AMCUSA Trustee, the Advanta Auto Finance Trustee, the Advanta Finance Trustee, the ASSC Trustee and the Advantennis Trustee.

**1.141 Liquidating Trusts** means, collectively, the AC Trust, the AMCUSA Trust, the Advanta Auto Finance Trust, the Advanta Finance Trust, the ASSC Trust, and the Advantennis Trust.

**1.142 Local Bankruptcy Rules** means the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware, as amended from time to time.

**1.143 Person** means an individual, partnership, corporation, limited liability company, cooperative, trust, estate, unincorporated organization, association, joint venture, government unit or agency or political subdivision thereof or any other form of legal entity or enterprise.

**1.144 Plan** means this Joint Plan Under Chapter 11 of the Bankruptcy Code, including, without limitation, the exhibits and schedules attached hereto or contained in the Plan Supplement, as the same may be amended or modified from time to time, in accordance with the provisions of the Bankruptcy Code and the terms hereof.

**1.145 Plan Supplement** means the supplement or supplements to the Plan containing certain documents relevant to the implementation of the Plan, which shall include, but will not be limited to, the list of executory contracts and unexpired leases to be assumed pursuant to the Plan and the Liquidating Trust Agreements.

**1.146 Priority Non-Tax Claim** means a Claim entitled to priority in payment as specified in section 507(a)(4), (5), (6), (7), (9), or (10) of the Bankruptcy Code.

**1.147 Priority Tax Claim** means any Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

**1.148 Pro Rata Share** means, with respect to a particular Claim, as of a particular distribution date, the ratio (expressed as a percentage) of the amount of that particular Claim to the sum of the aggregate amount of all Allowed Claims and Unresolved Claims that are accounted for in the applicable Unresolved Claims Reserve with respect to the Debtor against which such Claim is asserted, or if such Debtor is one of the Consolidated Debtors, to the Consolidated Debtors.

**1.149 Punitive Damage Claim** means any Claim, whether secured or unsecured, for any fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, to the extent that such fine, penalty, forfeiture or damages is not compensation for actual pecuniary loss suffered by the holder of such Claim.

**1.150 RediReserve Certificates** means RediReserve Variable Rate Certificates, which are senior unsecured debt securities that were offered, together with the Investment Notes, by Advanta and its predecessors directly to retail investors in certain states in order to fund general corporate purposes.

**1.151 RediReserve Certificate Claims** means all Claims relating to the RediReserve Certificates arising under the Investment Note Indenture.

**1.152 Retail Note Indenture Trustee** means The Bank of New York Mellon, in its capacity as the indenture trustee for the Investment Notes and the RediReserve Certificates under the Investment Note Indenture.

**1.153 Reorganized Advanta** means Advanta, as reorganized as of the Effective Date in accordance with the Plan.

**1.154 Reorganized Advanta Assets** means the assets of Reorganized Advanta, which shall consist of (i) \$6.7 million in Cash, (ii) a certain portion of Advanta's portfolio of credit card receivables, which shall be determined by the Debtors on or prior to the Effective Date, (iii) the stock of ASC, (iv) the stock of ABHC, and (v) a partnership interest in Fleet Credit Card Services, L.P. As of the Effective Date, the sole assets of ASC and ABHC shall be partnership interests in Fleet Credit Card Services, L.P.

**1.155 Second Commencement Date** means November 20, 2009, the date on which Advanta Ventures Inc., BE Corp., ideablob Corp., and Advanta Credit Card Receivables Corp. filed their voluntary petitions under chapter 11 of the Bankruptcy Code.



**1.156 Schedules** means, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases, schedules of current income and expenditures and statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007 and the Official Bankruptcy Forms in the Chapter 11 Cases, as may have been amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

**1.157 SEC** means the Securities and Exchange Commission.

**1.158 Secured Claim** means a Claim, if any, that is secured by a Lien on property in which a Debtor's estate has an interest to the extent of the value of such property, as determined in accordance with section 506(a) of the Bankruptcy Code, or, in the event that such Claim is subject to a permissible setoff under section 553 of the Bankruptcy Code, to the extent of such permissible setoff, or, in either case as otherwise agreed upon in writing by the Debtors and the holder of such Claim.

**1.159 Subordinated Claim** means any Claim against any of the Debtors subject to subordination under section 510 of the Bankruptcy Code or otherwise, including, without limitation, Allowed Punitive Damage Claims, but excluding the Subordinated Note Claims.

**1.160 Subordinated Notes** means the 8.99% junior subordinated deferrable interest debentures issued by Advanta pursuant to the 8.99% Indenture.

**1.161 Subordinated Note Claims** means any Claims arising under the 8.99% Indenture relating to the Subordinated Notes.

**1.162 Tax Code** means the United States Internal Revenue Code of 1986, as amended.

**1.163 Tax Returns** shall have the meaning set forth in Section 5.4(h) of the Plan.

**1.164 Treasury Regulations** means the United States Department of Treasury regulations promulgated under the Tax Code.

**1.165 Trust Advisory Board** shall have the meaning set forth in the Liquidating Trust Agreements.

**1.166 Trust Agreements** means, collectively, the Liquidating Trust Agreements and the Advanta Trust Agreement.

**1.167 Trustee Stock** means the voting stock of Reorganized Advanta to be issued under the Plan to the Advanta Trust.

**1.168 Trustees** means, collectively, the Liquidating Trustees and the Advanta Trustee.

**1.169 Trusts** means, collectively, the Liquidating Trusts and the Advanta Trust.

**1.170 Trust Preferred Securities** means the \$100 million of 8.99% capital securities issued by ACT.

**1.171 Unimpaired** means, with respect to any Claim, that such Claim is not impaired within the meaning of section 1124 of the Bankruptcy Code.

**1.172 Unliquidated Claim** means any Claim, the amount of liability for which has not been fixed, whether pursuant to agreement, applicable law or otherwise, as of the date on which such Claim is asserted or sought to be estimated.

**1.173 Unresolved Claims** means, with reference to any Claim, any Claim (a) if any portion of such Claim is neither Allowed nor disallowed under the Plan or a Final Order nor deemed Allowed under section 502, 503 or 1111 of the Bankruptcy Code, (b) which has been or hereafter is listed by a Debtor on its Schedules as unliquidated, disputed or contingent and which has not been resolved by written agreement of the parties or a Final Order, or (c) as to which the Debtors or any other party in interest has interposed a timely objection and/or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order. Prior to the expiration of the time within which to object to such Claim set forth in the Plan or otherwise established by order of the Bankruptcy Court, a Claim shall be considered an Unresolved Claim if (i) the amount of the Claim specified in a proof of Claim exceeds the amount of the Claim scheduled by the Debtors as not disputed, contingent or unliquidated, (ii) a proof of Claim asserts a priority or security interest inconsistent with the Debtors' Schedules, or (iii) the Claim specified in a proof of Claim was not included in the Debtors' Schedules. For the avoidance of doubt, the Claims asserted by Dennis Alter and William Rosoff in proofs of Claim numbered 2341 and 2342 and any Claims related thereto are Unresolved Claims.

**1.174 Unresolved Claims Reserve** means, with respect to a Trust, Cash that is allocated and retained by such Trust on each distribution date in accordance with the provisions of the Plan and the applicable Trust Agreement on account of Unresolved Claims against such Trust in an amount that the applicable Trustee estimates would be necessary to pay such Unresolved Claims on such distribution dates if such Claims were Allowed.

## **B. Interpretation; Application of Definitions and Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein. Whenever the words "include", "includes" or "including" are used in the Plan, they are deemed to be followed by the words "without limitation." A term used herein that is not defined herein shall have the meaning ascribed to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the Plan. Words denoting the singular number shall include the plural number and vice versa, as appropriate, and words denoting one gender shall include the other gender and the neuter and words denoting the neuter shall include any applicable gender. Unless otherwise provided

herein, in the event that a particular term of the Plan (including any exhibits or schedules hereto) conflicts with a particular term of the definitive documentation required to be implemented pursuant to the terms of the Plan or any settlement or other agreement contemplated hereunder, the definitive documentation shall control and shall be binding on the parties thereto. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

## ARTICLE II

### *PROVISIONS FOR PAYMENT OF NON-CLASSIFIED CLAIMS*

#### *2.1 Administrative Expense Claims.*

(a) Filing Administrative Expense Claims. The holder of an Administrative Expense Claim, other than (i) a Claim covered by Sections 2.2, 2.3 or 2.4 hereof, (ii) a liability incurred and payable in the ordinary course of business by a Debtor (and not past due), or (iii) an Administrative Expense Claim that has been Allowed on or before the Effective Date, must file with the Advanta Claims Processing Center (as defined below) a request for payment of such Administrative Expense Claim by no later than sixty (60) days after the Effective Date. Such request must include at a minimum (A) the name of the Debtor(s) that is purported to be liable for the Claim, (B) the name of the holder of the Claim, (C) the amount of the Claim, and (D) the basis for the Claim. **Failure to file and serve such request timely and properly shall result in the Administrative Expense Claim being forever barred.** All requests for payment of Administrative Expense Claims shall be filed at the following address:

**By Mail:**

The Garden City Group, Inc.  
Attn: Advanta Corp.  
P.O. Box 9562  
Dublin, Ohio 43017-4862

**By Hand or Overnight Courier**

The Garden City Group, Inc.  
Attn: Advanta Corp.  
5151 Blazer Parkway, Suite A  
Dublin, Ohio 43017

(collectively, the “*Advanta Claims Processing Center*”). Requests for payment of Administrative Expense Claims may **not** be delivered by facsimiles, telecopy, or electronic mail transmission.

(b) Allowance of Administrative Expense Claims. An Administrative Expense Claim with respect to which a request for payment has been properly and timely filed pursuant to Section 2.1(a) shall become an Allowed Administrative Expense Claim if no objection to such request is filed with the Bankruptcy Court on or before 180 days after the Effective Date. If an objection is timely filed, the Administrative Expense Claim shall become an Allowed Administrative Expense Claim only to the extent allowed by Final Order or as such Claim is settled, compromised, or otherwise resolved by the applicable Trustee pursuant to Section 7.5 of the Plan.

(c) Payment of Allowed Administrative Expense Claims. Except to the extent that a holder of an Allowed Administrative Expense Claim (other than a Claim covered by

Sections 2.2, 2.3 or 2.4 hereof) agrees to a less favorable treatment, each Allowed Administrative Expense Claim (including any Allowed Claim asserted under section 503(b)(9) of the Bankruptcy Code) shall be paid by the applicable Trustee from the applicable Trust in full, in Cash, in an amount equal to the unpaid portion of such Allowed Administrative Expense Claim on or as soon as reasonably practicable following the later to occur of (a) the Effective Date, or (b) the date on which such Administrative Expense Claim shall become an Allowed Claim; *provided, however*, that Allowed Administrative Expense Claims (other than a Claim covered by Section 2.2, 2.3 or 2.4 hereof) against any of the Debtors representing liabilities incurred in the ordinary course of business by any of the Debtors, as Debtors in Possession, or liabilities arising under loans or advances to or other obligations incurred by any of the Debtors, as Debtors in Possession, whether or not incurred in the ordinary course of business, shall be paid by the Debtors or the applicable Trustee, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions.

### ***2.2 Professional Compensation and Reimbursement Claims.***

The Bankruptcy Court shall fix in the Confirmation Order a date for the filing of, and a date to hear and determine, all applications for final allowance of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 328 and 330 of the Bankruptcy Code or applications for allowance of Administrative Expense Claims arising under section 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code. Unless otherwise agreed to by the claimant and the Debtors or the applicable Trustee, as applicable, the Allowed Administrative Expense Claims arising under section 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), and 503(b)(5) of the Bankruptcy Code shall be paid in full, in Cash, by the applicable Trustee from the applicable Trust as soon as practicable following the later to occur of (a) the Effective Date, and (b) the date upon which any such Administrative Expense Claim becomes an Allowed Administrative Expense Claim. The Debtors and the Trustees, as applicable, are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course of business and without the need for Bankruptcy Court approval.

### ***2.3 Indenture Trustee Fees.***

Notwithstanding any provision contained in the Plan to the contrary, unless otherwise agreed to by the Indenture Trustees and the Debtors, all Indenture Trustee Fees incurred by each Indenture Trustee prior to the Effective Date shall be paid in Cash by the AC Trustee within 10 days of the presentation of invoices by each Indenture Trustee and without the need for application to, or approval by, any court. Any Indenture Trustee Fees incurred by the Indenture Trustees for services related to distributions pursuant to the Plan, if any, including, but not limited to, the reasonable fees, costs and expenses incurred by the Indenture Trustees' professionals in carrying out the Indenture Trustees' duties as provided for in the applicable Indenture, shall be paid by the AC Trustee after the Effective Date in the ordinary course of business in Cash upon presentation of invoices by the Indenture Trustees and without the need for an application to, or approval of, any court. If the AC Trustee disputes any requested Indenture Trustee Fees, the AC Trustee (i) shall pay the undisputed portion of the Indenture Trustee Fees as provided for in this Section 2.3, and (ii) shall notify the applicable Indenture

Trustee of such dispute within 10 days after the presentation of the invoices by the Indenture Trustee, and, upon such notification, the Indenture Trustee shall (a) assert a Charging Lien to pay the disputed portion of the Indenture Trustee Fees and/or (b) submit such dispute for resolution to the Bankruptcy Court; *provided however*, that the Bankruptcy Court’s review shall be limited to a determination under the reasonable standard in accordance with the applicable Indentures. Upon payment of the applicable Indenture Trustees’ fees and expenses pursuant to the procedures set forth herein, the proofs of Claims filed by the Indenture Trustees, assigned numbers 1719 and 1722, shall be deemed satisfied. Nothing herein shall be deemed to impair, waive, discharge, or negatively affect any Charging Lien for any fees, costs and expenses not paid by the AC Trustee and otherwise claimed by the Indenture Trustees pursuant to the procedures set forth in this Section 2.3.

**2.4 Priority Tax Claims.**

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement, and release of and in exchange for such Allowed Priority Tax Claim, on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon as practicable thereafter, Cash in an amount equal to such Allowed Priority Tax Claim.

**ARTICLE III**

***CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS***

The following table designates the classes of Claims against, and Equity Interests in, the Debtors and specifies which of those classes are impaired or Unimpaired by the Plan and entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or deemed to accept or reject the Plan.

<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
<b>Classes 1(a)-(f)</b>	Other Priority Claims against the Consolidated Debtors, Advantennis, AMCUSA, Advanta Auto Finance, ASSC, and Advanta Finance, respectively	Unimpaired	No (deemed to accept)
<b>Classes 2(a)-(f)</b>	Secured Claims against the Consolidated Debtors, Advantennis, AMCUSA, Advanta Auto Finance, ASSC, and Advanta Finance, respectively	Unimpaired	No (deemed to accept)
<b>Class 3</b>	Investment Note Claims and RediReserve Certificate Claims against Advanta	Impaired	Yes
<b>Classes 4(a)-(f)</b>	General Unsecured Claims against the Consolidated Debtors, Advantennis, AMCUSA, Advanta Auto Finance, ASSC, Advanta Finance, respectively	Impaired	Yes
<b>Class 5</b>	Subordinated Note Claims against Advanta	Impaired	Yes

Class	Designation	Impairment	Entitled to Vote
<b>Classes 6(a)-(f)</b>	Subordinated Claims against the Consolidated Debtors, Advantennis, AMCUSA, Advanta Auto Finance, ASSC, and Advanta Finance, respectively	Impaired	Yes
<b>Class 7(a)-(c)</b>	Equity Interests in the Consolidated Debtors (other than ASC), Advantennis, and ASSC, respectively	Impaired	No (deemed to reject)
<b>Classes 7(d)-(f)</b>	Equity Interests in AMCUSA, Advanta Auto Finance, and Advanta Finance, respectively	Impaired	Yes
<b>Class 7(g)</b>	Equity Interests in ASC	Unimpaired	No (deemed to accept)

## ARTICLE IV

### *TREATMENT OF CLAIMS AND EQUITY INTERESTS*

#### *4.1 Classes 1(a)-(f): Other Priority Claims.*

(a) Impairment and Voting. Classes 1(a) through 1(f) are Unimpaired by the Plan. Each holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that a holder of an Allowed Other Priority Claim (i) has been paid by the Debtors, in whole or in part, prior to the Effective Date, or (ii) agrees to a less favorable treatment, each holder of an Allowed Other Priority Claim shall receive from the applicable Trustee from the applicable Trust, in full satisfaction of such Claim, Cash in the full amount of such Allowed Claim, on or as soon as reasonably practicable after the later of (a) the Effective Date and (b) the date such Claim becomes Allowed.

#### *4.2 Classes 2(a)-(f): Secured Claims.*

(a) Impairment and Voting. Classes 2(a) through 2(f) are Unimpaired by the Plan. Each holder of an Allowed Secured Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that a holder of an Allowed Secured Claim (i) has been paid by the Debtors, in whole or in part, prior to the Effective Date, or (ii) agrees to a less favorable treatment, each holder of an Allowed Secured Claim shall receive from the applicable Trustee from the applicable Trust, in full satisfaction of such Claim, Cash in the full amount of such Allowed Claim, on or as soon as reasonably practicable after the later of (a) the Effective Date and (b) the date such Claim becomes Allowed.

#### *4.3 Class 3: Investment Note Claims and RediReserve Certificate Claims.*

(a) Allowance. The Investment Note Claims and RediReserve Certificate Claims as set forth in proof of Claim, assigned number 941 and filed by the Retail Note

Indenture Trustee, are hereby Allowed in an amount of \$140,622,493.80 in the aggregate. To the extent Claims are asserted in separate proofs of Claim on account of principal and accrued interest with respect to Investment Notes and/or RediReserve Certificates, and (i) a holder has not timely filed a response to the disallowance of such Claim, or (ii) if filed, such a response is overruled by a Final Order of the Bankruptcy Court, such Claims are hereby disallowed and expunged. The list of all such Claims that are disallowed and expunged are listed on ***Schedule 12.10*** of the Plan.

(b) Impairment and Voting. Class 3 is impaired by the Plan. Each holder of an Allowed Investment Note Claim and/or an Allowed RediReserve Certificate Claim is entitled to vote to accept or reject the Plan.

(c) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Investment Note Claim or an Allowed RediReserve Certificate Claim shall receive an AC Class A Beneficial Interest in the AC Trust and an Advanta Class A Beneficial Interest in the Advanta Trust. An AC Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the AC Trust and an Advanta Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the Advanta Trust, if and when such distributions are made pursuant to the terms of the AC Trust Agreement and the Advanta Trust Agreement, as applicable; *provided, however*, that (i) no holder of an Allowed Investment Note Claim or an Allowed RediReserve Claim shall receive distributions that aggregate to more than the amount of such holder's Allowed Investment Note Claim or Allowed RediReserve Certificate Claim, and (ii) all distributions on account of AC Class A Beneficial Interests and Advanta Class A Beneficial Interests to holders of Allowed Subordinated Note Claims shall be made directly to holders of Allowed Investment Note Claims and Allowed RediReserve Certificate Claims in accordance with this Section 4.3 until such time as all holders of Allowed Investment Note Claims and Allowed RediReserve Certificate Claims have received, in the aggregate, pursuant to this Section 4.3, an amount equal to the amount of all Allowed Investment Note Claims and Allowed RediReserve Certificate Claims.

#### ***4.4 Class 4(a): General Unsecured Claims against the Consolidated Debtors***

(a) Impairment and Voting. Class 4(a) is impaired by the Plan. Each holder of an Allowed General Unsecured Claim in Class 4(a) is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed General Unsecured Claim in Class 4(a) shall receive an AC Class A Beneficial Interest in the AC Trust and an Advanta Class A Beneficial Interest in the Advanta Trust. An AC Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the AC Trust and an Advanta Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the Advanta Trust, if and when such distributions are made pursuant to the terms of the AC Trust Agreement and the Advanta Trust Agreement, as applicable; *provided, however*, that no holder of an Allowed General Unsecured Claim in Class 4(a) shall receive distributions that aggregate to more than the amount of such holder's Allowed General Unsecured Claim.

**4.5 Class 4(b): General Unsecured Claims against Advantennis.**

(a) Impairment and Voting. Class 4(b) is impaired by the Plan. Each holder of an Allowed General Unsecured Claim against Advantennis is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed General Unsecured Claim against Advantennis shall receive an Advantennis Class A Beneficial Interest in the Advantennis Trust. An Advantennis Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the Advantennis Trust, if and when such distributions are made pursuant to the terms of the Advantennis Trust Agreement; *provided, however*, that no holder of an Allowed General Unsecured Claim against Advantennis shall receive distributions that aggregate to more than the amount of such holder's Allowed General Unsecured Claim against Advantennis.

**4.6 Class 4(c): General Unsecured Claims against AMCUSA.**

(a) Impairment and Voting. Class 4(c) is impaired by the Plan. Each holder of an Allowed General Unsecured Claim against AMCUSA is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed General Unsecured Claim against AMCUSA shall receive an AMCUSA Class A Beneficial Interest in the AMCUSA Trust. An AMCUSA Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the AMCUSA Trust, if and when such distributions are made pursuant to the terms of the AMCUSA Trust Agreement; *provided, however*, that no holder of an Allowed General Unsecured Claim against AMCUSA shall receive distributions that aggregate to more than the amount of such holder's Allowed General Unsecured Claim against AMCUSA.

**4.7 Class 4(d): General Unsecured Claims against Advanta Auto Finance.**

(a) Impairment and Voting. Class 4(d) is impaired by the Plan. Each holder of an Allowed General Unsecured Claim against Advanta Auto Finance is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed General Unsecured Claim against Advanta Auto Finance shall receive an Advanta Auto Finance Class A Beneficial Interest in the Advanta Auto Finance Trust. An Advanta Auto Finance Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the Advanta Auto Finance Trust, if and when such distributions are made pursuant to the terms of the Advanta Auto Finance Trust Agreement; *provided, however*, that no holder of an Allowed General Unsecured Claim against Advanta Auto Finance shall receive distributions that aggregate to more than the amount of such holder's Allowed General Unsecured Claim against Advanta Auto Finance.



**4.8 Class 4(e): General Unsecured Claims against ASSC.**

(a) Impairment and Voting. Class 4(e) is impaired by the Plan. Each holder of an Allowed General Unsecured Claim against ASSC is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed General Unsecured Claim against ASSC shall receive an ASSC Class A Beneficial Interest in the ASSC Trust. An ASSC Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the ASSC Trust, if and when such distributions are made pursuant to the terms of the ASSC Trust Agreement; *provided, however*, that no holder of an Allowed General Unsecured Claim against ASSC shall receive distributions that aggregate to more than the amount of such holder's Allowed General Unsecured Claim against ASSC.

**4.9 Class 4(f): General Unsecured Claims against Advanta Finance.**

(a) Impairment and Voting. Class 4(f) is impaired by the Plan. Each holder of an Allowed General Unsecured Claim against Advanta Finance is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed General Unsecured Claim against Advanta Finance shall receive an Advanta Finance Class A Beneficial Interest in the Advanta Finance Trust. An Advanta Finance Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the Advanta Finance Trust, if and when such distributions are made pursuant to the terms of the Advanta Finance Trust Agreement; *provided, however*, that no holder of an Allowed General Unsecured Claim against Advanta Finance shall receive distributions that aggregate to more than the amount of such holder's Allowed General Unsecured Claim against Advanta Finance.

**4.10 Class 5: Subordinated Note Claims.**

(a) Allowance. The Subordinated Note Claims set forth in proof of Claim, assigned number 1718, are hereby Allowed in an amount of \$96,511,556.06 in the aggregate. The proofs of Claims filed on behalf of Subordinated Note Claims assigned numbers 1717, 1720, and 1721 are hereby deemed withdrawn.

(b) Impairment and Voting. Class 5 is impaired by the Plan. Each holder of an Allowed Subordinated Note Claim is entitled to vote to accept or reject the Plan.

(c) Distributions. On the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Subordinated Note Claim shall receive an AC Class A Beneficial Interest in the AC Trust and an Advanta Class A Beneficial Interest in the Advanta Trust. An AC Class A Beneficial Interest in the AC Trust shall entitle its holder to receive such holder's Pro Rata Share of distributions from the AC Trust and an Advanta Class A Beneficial Interest shall entitle its holder to receive such holder's Pro Rata Share of distributions from the Advanta Trust, if and when such distributions are made pursuant to the terms of the AC Trust

Agreement and the Advanta Trust Agreement, as applicable; *provided, however*, that (i) all distributions on account of Allowed Subordinated Note Claims shall first be made to holders of Allowed Investment Note Claims and Allowed RediReserve Certificate Claims in accordance with Section 4.3 of the Plan until such time as all holders of Allowed Investment Note Claims and Allowed RediReserve Certificate Claims have received, in the aggregate, an amount equal to the amount of all Allowed Investment Note Claims and Allowed RediReserve Certificate Claims, and (ii) thereafter, no holder of an Allowed Subordinated Note Claim shall receive distributions that aggregate to more than the amount of such holder's Allowed Subordinated Note Claim. For the avoidance of doubt, no holder of an Allowed Subordinated Claim shall receive a distribution on account of its AC Class A Beneficial Interest or its Advanta Class A Beneficial Interest until all Allowed Investment Note Claims and Allowed RediReserve Claims are paid in full.

**4.11 Classes 6(a)-(f): Subordinated Claims.**

(a) Impairment and Voting. Classes 6(a) through (f) are impaired by the Plan. Each holder of a Subordinated Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Each holder of an Allowed Subordinated Claim shall receive a Class B Beneficial Interest in the applicable Liquidating Trust. In addition, each holder of an Allowed Subordinated Claim against any of the Consolidated Debtors will receive an Advanta Class B Beneficial Interest. A Class B Beneficial Interest and an Advanta Class B Beneficial Interest shall entitle its holder to receive its Pro Rata Share of distributions from the applicable Trust only after payment in full of all such Trust's Allowed Administrative Expense Claims, Allowed Priority Non-Tax Claims, Allowed Tax Claims, Allowed Secured Claims, Allowed Investment Note Claims, Allowed RediReserve Certificate Claims, Allowed Subordinated Note Claims, and Allowed General Unsecured Claims, and funding of a reserve for such Trust for any wind down expenses and costs that the applicable Trustee determines is appropriate; *provided, however*, that no holder of an Allowed Subordinated Claim shall receive a distribution that aggregates to more than the amount of such holder's Allowed Subordinated Claim.

(c) Claims related to the following litigation shall be classified and treated as Subordinated Claims, without the need for further court order: *Ragan v. Advanta Corp., et al.*, No. 09-cv-4974 (E.D. Pa.); *Hiatt v. Advanta Corp., et al.*, No. 09-5467 (E.D. Pa.); *Yates, et al. v. Rosoff, et al.*, No. 09-5746 (E.D. Pa.); and *Steamfitters Local 449 Pension Fund v. Advanta Corp., et al.*, No. 09-4730 (E.D. Pa.).

**4.12 Classes 7(a)-(c): Equity Interests in the Consolidated Debtors (other than ASC), Advantennis, and ASSC.**

(a) Impairment and Voting. Classes 7(a)-(c) are impaired by the Plan. Each holder of an Equity Interest in any of the Consolidated Debtors (other than ASC), Advantennis, and ASSC is deemed to reject the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, all existing Equity Interests in any of the Consolidated Debtors (other than ASC), Advantennis, and ASSC shall be cancelled and

extinguished and the holders of Equity Interests in the Consolidated Debtors, Advantennis, and ASSC shall not be entitled to, and shall not receive or retain, any property or interest on account of such Equity Interests under the Plan.

**4.13 *Classes 7(d)-(f): Equity Interests in AMCUSA, Advanta Auto Finance, and Advanta Finance.***

(a) Impairment and Voting. Classes 7(d)-(f) are impaired by the Plan. Each holder of an Equity Interest in Classes 7(d)-(f) is entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, each holder of an Equity Interest in AMCUSA, Advanta Auto Finance, and Advanta Finance shall receive a Class C Beneficial Interest in the applicable Trust. A Class C Beneficial Interest shall entitle its holder to receive its Pro Rata Share of distributions from the applicable Trust only after payment in full of all such Trust's Allowed Claims, and funding of a reserve for such Trust for any wind down expenses and costs that the applicable Trustee determines is appropriate.

**4.14 *Class 7(g): Equity Interests in ASC.***

(a) Impairment and Voting. Class 7(g) is unimpaired by the Plan. Each holder of an Equity Interest in ASC is conclusively presumed to accept the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. On the Effective Date, the Equity Interests in ASC shall be retained.

**ARTICLE V**

***Means of Implementation***

**5.1 *Exchange of Trust Preferred Securities.***

To effectuate the terms of the ACT Declaration of Trust, on the Effective Date, the ACT Securities shall be deemed automatically cancelled and extinguished, and the obligations of the Debtors and ACT under any agreements, indentures, guarantees or certificates of designations governing or specifically related to the ACT Securities shall be discharged in each case without further act or action under any applicable agreement, law, regulation, order, or rule and without any further action on the part of the Bankruptcy Court or any Person; *provided, however,* that each holder of Trust Preferred Securities shall be deemed to have received on the Effective Date an Allowed Subordinated Note Claim in an amount equal to a Like Amount of Subordinated Notes. For the avoidance of doubt, on the Effective Date, (i) ACT's claims against Advanta and the guarantee claims against Advanta of the holders of Trust Preferred Securities shall be extinguished; and (ii) Advanta shall have no Claims on account of the Common Securities and all Claims on account of Common Securities shall be extinguished.

On the Effective Date, the ACT Declaration of Trust shall be deemed terminated and ACT shall be deemed dissolved without any further action on the part of the Bankruptcy Court or any Person. On or as soon as reasonably practicable after the Effective Date, the ACT

Administrative Trustee shall file a certificate of cancellation with the Secretary of State of the State of Delaware. The Indenture Trustee Fees related to implementation of this Section 5.1 shall be paid pursuant to Section 2.3 of the Plan.

After performance by the ACT Trustees of any duties that are required under the Plan, the Confirmation Order and/or under the terms of any agreements, indentures, guarantees or certificates of designations to implement the terms of this Section 5.1, the ACT Trustees and each of their agents shall be relieved of, and released from, all obligations associated with the ACT Securities under applicable trust agreements or law.

## **5.2 Substantive Consolidation.**

(a) The Plan contemplates and is predicated upon substantive consolidation of the Consolidated Debtors into a single entity for the purpose of all actions under the Plan. Entry of the Confirmation Order shall constitute approval pursuant to section 105(a) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Chapter 11 Cases of the Consolidated Debtors for all purposes related to the Plan, including, without limitation, for purposes of voting, confirmation and distribution.

(b) On and after the Effective Date, (i) no distributions shall be made under the Plan on account of Intercompany Claims among the Consolidated Debtors, (ii) all guarantees by any of the Consolidated Debtors of the obligations of any other Consolidated Debtor arising prior to the Effective Date shall be deemed eliminated so that any Claim against any Consolidated Debtor and any guarantee thereof executed by any other Consolidated Debtor and any joint and several liability of any of the Consolidated Debtors shall be deemed to be one obligation of the deemed Consolidated Debtors, and (iii) each and every Claim filed or to be filed in the Chapter 11 Cases of the Consolidated Debtors shall be deemed filed against the Consolidated Debtors and shall be deemed one Claim against and obligation of the Consolidated Debtors. The substantive consolidation contemplated in this Section 5.2 shall only include the Consolidated Debtors and shall not include Advantennis, AMCUSA, Advanta Auto Finance, ASSC, and Advanta Finance.

(c) The Consolidated Debtors believe that no creditor of the Consolidated Debtors will receive a recovery materially inferior to that which it would receive if each Consolidated Debtor proposed its own chapter 11 plan, and that in such event, all creditor recoveries would be reduced by the added administrative expense of proceeding to confirm and administer separate plans and to liquidate separate estates. If any party in interest challenges the proposed substantive consolidation, the Debtors reserve the right to establish, at the Confirmation Hearing, the ability to confirm the Plan on an entity-by-entity basis, or to make the showing that the Consolidated Debtors can be substantively consolidated under applicable law. If the Bankruptcy Court does not approve the substantive consolidation requested herein as to any or all of the Debtors, the Debtors reserve the right to seek confirmation of this Plan on a non-substantive consolidation basis with respect to each affected Debtor.

(d) A creditor's vote to accept the Plan shall be deemed such creditor's agreement to accept, as consideration for any and all Allowed Claims against any and all Debtors, the treatment specified in the Plan, including, without limitation, the substantive

consolidation described in this Section 5.2 and, in the event the Bankruptcy Court does not approve the substantive consolidation of all or certain of the Debtors that is requested in this Section 5.2, the treatment of such creditor's Claim pursuant to the Plan on a non-substantive consolidation basis.

### **5.3 *Merger/Dissolution/Consolidation.***

On and as of the Effective Date, all Debtors (other than Advanta and ASC) shall be deemed dissolved without any further court or corporate action, including the filing of any documents with the Secretary of State for any state in which such Debtors are incorporated or any other jurisdiction; *provided, however*, that the applicable Trustees shall have authority to take whatever actions are necessary to dissolve the Debtors (other than Advanta and ASC). In addition, the Debtors and the applicable Trustee shall have authority to: (i) cause any or all of Advanta, ASC, or any non-Debtor Affiliate (other than the ABC Parties) to be merged into one or more of the Debtors, dissolved or otherwise consolidated, (ii) cause the transfer of assets between or among Advanta, ASC, or any non-Debtor Affiliate (other than the ABC Parties), (iii) to the extent determined appropriate by the Debtors and the applicable Trustee, cause the reduction, recharacterization, reinstatement or discharge of any Intercompany Claim (to the extent not already eliminated under Section 5.2) and any claim between any non-Debtor Affiliate (other than the ABC Parties) and any Debtor, or (iv) engage in any other transaction in furtherance of the Plan.

### **5.4 *The Liquidating Trusts.***

(a) Execution of the Liquidating Trust Agreements. On or before the Effective Date, the Liquidating Trust Agreements shall be executed by the applicable Debtors and the applicable Liquidating Trustees, and all other necessary steps shall be taken to establish the Liquidating Trusts and the Liquidating Trust Beneficial Interests therein which shall be for the benefit of the Liquidating Trust Beneficiaries, as provided in Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, and 4.10 of the Plan, whether their Claims are Allowed on or after the Effective Date. In the event of any conflict between the terms of this Section 5.4 and the terms of the applicable Liquidating Trust Agreement, the terms of this Section 5.4 shall govern. The Liquidating Trust Agreements may provide powers, duties and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties and authorities do not affect the status of the Liquidating Trusts as "liquidating trusts" for United States federal income tax purposes.

(b) Purpose of the Liquidating Trusts. The Liquidating Trusts shall be established for the sole purpose of liquidating and distributing their 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.

(c) Liquidating Trust Assets. The Liquidating Trusts shall consist of the Liquidating Trust Assets. On the Effective Date, the Debtors shall transfer the Liquidating Trust Assets to the applicable Liquidating Trust subject to all Allowed Claims payable pursuant to Article II and Article IV of 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 Liquidating Trust Assets to the applicable Liquidating Trust, including, without limitation, rights

and Causes of Action, and all Books and Privileges relating to such Liquidating Trust Assets shall be transferred to the applicable Liquidating Trust and shall vest in the applicable Liquidating Trustee. The Debtors and the Liquidating Trustees are authorized to take all necessary actions to effectuate the transfer of such Books and Privileges.

(d) Liquidating Trusts Taking Assignment of the Debtors' Contracts. Each Liquidating Trust shall take assignment of contracts and leases entered into by the applicable Debtor(s) subsequent to the Commencement Date and all existing prepetition contracts and unexpired leases of the Debtors that were not rejected pursuant to this Plan or otherwise by order of the Bankruptcy Court, except for the contracts and leases listed as being assumed by either Reorganized Advanta or ASC on **Schedule 8.1**, to be filed with the Plan Supplement. As such, counterparties to any such contracts and leases transferred to any of the Liquidating Trusts pursuant to the Plan, and counterparties to any subcontracts or subleases related to such contracts or leases, shall be prohibited from terminating or otherwise altering the terms of such contract or lease as a result of the transfer of such contract or lease to the Liquidating Trusts.

(e) Governance of the Liquidating Trusts. The Liquidating Trusts shall be governed by the applicable Liquidating Trustee according to the applicable Liquidating Trust Agreement.

(f) The Liquidating Trustees. The Liquidating Trustees shall be designated by the applicable Debtor(s). The Liquidating Trustees may be any of the professionals that represented parties in interest in the Chapter 11 Cases. The same individual may serve as the trustee for any or all of the Trusts. In the event the trustee for any of the Trusts dies, is terminated or resigns for any reason, the Trust Advisory Board (as defined in the applicable Liquidating Trust Agreement or the Advanta Trust Agreement) shall designate a successor pursuant to the applicable Liquidating Trust Agreement and subject to the approval of the Bankruptcy Court. The Liquidating Trustees shall be deemed to have been appointed as the Estates' representative by the Bankruptcy Court pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

(g) Role of the Liquidating Trustees. In furtherance of and consistent with the purpose of the Liquidating Trusts and the Plan, each Liquidating Trustee shall, among other things, have the rights, powers and duties, subject to the limitations set forth in the applicable Liquidating Trust Agreement: (i) to hold, manage, convert to Cash, and distribute the Liquidating Trust Assets, including prosecuting and resolving the Causes of Action belonging to the applicable Liquidating Trust, (ii) to hold the Liquidating Trust Assets for the benefit of the applicable Liquidating 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 Liquidating Trustee's reasonable business judgment, to investigate, prosecute, compromise, settle, liquidate, dispose of, and/or abandon the applicable Liquidating Trust Assets on behalf of the applicable Estate and/or Liquidating Trust, including rights, Causes of Action or litigation of such Liquidating Trust for the purpose of distributing the proceeds of such rights, Causes of Action or litigation to the Liquidating Trust Beneficiaries, (iv) to monitor and enforce the implementation of the Plan, (v) to file all tax and regulatory forms, returns, reports and other documents required with respect to the Liquidating Trusts, (vi) in the Liquidating Trustee's reasonable business judgment, to reconcile and object to Claims, and manage, control, prosecute and/or settle on

behalf of the applicable Estate and/or Liquidating Trust objections to Claims on account of which the Liquidating Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan, (vii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the applicable Debtor(s) (other than Advanta and ASC) and the non-Debtor Affiliates (other than the ABC Parties and ABHC) and implement the Plan, (viii) to hold, manage, and distribute Cash or non-Cash Liquidating Trust Assets obtained through the exercise of its power and authority, (ix) to act as a signatory to the applicable Debtor(s) (other than Advanta and ASC) and the non-Debtor Affiliates (other than the ABC Parties and ABHC) for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of such Debtor(s)'s assets, (x) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Case, and (xi) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and the applicable Liquidating Trust Agreement. In all circumstances, each Liquidating Trustee shall act in the best interests of all beneficiaries of the applicable Liquidating Trust and in furtherance of the purpose of the applicable Liquidating Trust.

(h) Liquidating Trustees' Tax Powers.

(i) Following the Effective Date, the Liquidating Trustees shall prepare and file (or cause to be prepared and filed), on behalf of the applicable Debtor(s) (other than Advanta and ASC, including as the common parent or other agent of any consolidated, combined or unitary tax group of which Advanta or ASC was the agent) all tax returns, reports, certificates, forms or similar statements or documents (collectively, "**Tax Returns**") required to be filed or that the Liquidating Trustees otherwise deem appropriate, including the filing of amended Tax Returns or requests for refunds.

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

(iii) In furtherance thereof, each of the Debtors and Consolidated Debtors and each of the non-Debtor Affiliates (other than the ABC Parties and ABHC) shall execute on or prior to the Effective Date a power of attorney authorizing the applicable Liquidating Trustees to take actions consistent with Section 5.4(h)(i) and (ii) of the Plan to the same extent as if the Liquidating Trustees were the Debtor or non-Debtor Affiliate.

(iv) Following the Effective Date, each Liquidating Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes (i) of the applicable Debtor(s) and the non-Debtor Affiliates (other than the ABC Parties and ABHC) to the same extent as the applicable Debtor or non-Debtor Affiliate would otherwise be entitled with respect to any taxable period ending on or prior to the Effective Date and (ii) of the applicable Debtor(s) (other than Advanta and ASC) and

the non-Debtor Affiliates (other than the ABC Parties and ABHC) to the same extent as the applicable Debtor or non-Debtor Affiliates would otherwise be entitled with respect to any taxable period ending after the Effective Date; *provided, however*, that each Liquidating Trustee shall only have whatever rights the applicable Debtor and non-Debtor Affiliate have pursuant to the FDIC Settlement Agreement and the Liquidating Trustees shall be contractually bound to all restrictions in the FDIC Settlement Agreement with respect to tax filings.

(v) Each Liquidating Trustee, Debtor and non-Debtor Affiliate shall reasonably cooperate with each other, and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives to reasonably cooperate, in preparing and filing all Tax Returns (including amended Tax Returns and claims for refunds) and in resolving all disputes and audits with respect to all taxable periods relating to the Debtors and the non-Debtor Affiliates. Any information obtained under this Section 5.4(h)(v) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refunds or in conducting an audit or other proceeding. At the reasonable request of any Liquidating Trustee, Reorganized Advanta or ASC shall file any claim for refund (including through an amended Tax Return) under its authority under Section 5.4(h)(i) with respect to any taxable period ending on or prior to the Effective Date that naturally follows from any Tax Returns previously filed or the resolution of any dispute or audit.

(i) Nontransferability of the Liquidating Trust Beneficial Interests. The Liquidating Trust Beneficial Interests shall not be certificated and shall not be transferable or assignable except by will, intestate succession or operation of law.

(j) Cash. The Liquidating Trustees 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.

(k) Distribution of the Liquidating Trust Assets. The Liquidating Trustees shall make an initial distribution (the “*Initial Distribution*”) as soon as practical after the Effective Date, and at least one distribution in each year following the Effective Date, one of which shall be made on or about December 31st of such year, to the holders of the Liquidating Trust Beneficial Interests of all Cash on hand in accordance with the applicable Liquidating Trust Agreement (including any Cash received from the Debtors on the Effective Date, and treating as Cash for purposes of this section any permitted investments under Section 5.4(j) of the Plan) except such amounts (i) as are retained by each Liquidating Trust on account of Unresolved Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during liquidation, (iii) as are necessary to pay reasonably incurred and anticipated expenses (including any taxes imposed on the Liquidating Trusts or in respect of the Liquidating Trust Assets), and (iv) as are necessary to satisfy other liabilities incurred and anticipated by the Liquidating Trusts or imposed on the Liquidating Trusts in accordance with this Plan or the applicable Liquidating Trust Agreement. The Liquidating Trustees shall use commercially reasonable efforts to make the Initial Distribution within ninety (90) days of the Effective Date.



(l) Costs and Expenses of the Liquidating Trusts. The costs and expenses of the Liquidating Trusts, including the fees and expenses of the Liquidating Trustees and each Liquidating Trust's retained professionals, and the fees and expenses of maintaining the Unresolved Claims Reserves, shall be paid out of the applicable Liquidating Trust Assets. Fees and expenses incurred in connection with the prosecution and settlement of any Claims shall be considered costs and expenses of the Liquidating Trusts. Notice of any cost or expense of the Liquidating Trusts that exceeds the amounts permitted by the applicable Liquidating Trust Agreement must be provided to the Trust Advisory Board, and such expense must be approved by the Trust Advisory Board or by further order of the Bankruptcy Court.

(m) Compensation of the Liquidating Trustees. The individual(s) serving as or comprising the Liquidating Trustees shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles.

(n) Retention of Professionals by the Liquidating Trustees. The Liquidating Trustees may retain and compensate attorneys and other professionals to assist in their duties as the trustees of the Liquidating Trusts on such terms as the applicable Liquidating Trustee deems appropriate without Bankruptcy Court approval. Without limiting the foregoing, the Liquidating Trustees may retain any professional that represented parties in interest in the Chapter 11 Cases and the same professional may represent any or all of the Trusts.

(o) Federal Income Tax Treatment of the Liquidating Trusts. For all U.S. federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustees and the Liquidating Trust Beneficiaries) shall treat the transfer of the Liquidating Trust Assets to the applicable Liquidating Trust as:

(i) a transfer of the respective Liquidating Trust Assets (subject to any obligations relating to those assets) directly to those holders of Allowed Claims and Equity Interests receiving Liquidating Trust Beneficial Interests relating thereto and, to the extent the Liquidating Trust Assets are allocable to Unresolved Claims, to the applicable Unresolved Claims Reserve, followed by

(ii) the transfer by such beneficiaries to the applicable Liquidating Trust of the Liquidating Trust Assets (other than the Liquidating Trust Assets allocable to the applicable Unresolved Claims Reserve) in exchange for the applicable Liquidating Beneficial Interests.

Accordingly, those holders of Allowed Claims and Equity Interests receiving Liquidating Trust Beneficial Interests shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets (other than such Liquidating 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.

(p) Tax Reporting.

(i) The Liquidating Trustees shall file returns for the applicable Liquidating Trusts treating the Liquidating Trusts as grantor trusts pursuant to Treasury

Regulation section 1.671-4(a) and in accordance with this Section 5.4. The Liquidating Trustees shall also annually send to each holder of a Liquidating 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 Liquidating Trustees shall also file (or cause to be filed) any other statements, returns or disclosures relating to each of the Liquidating Trusts that are required by any governmental unit.

(ii) As soon as practicable after the Effective Date, the Liquidating Trustees shall make a good-faith valuation of the Liquidating 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 Liquidating Trustee and the Liquidating Trust Beneficiaries) for all United States federal income tax purposes.

(iii) Allocations of the Liquidating Trusts' taxable income among the Liquidating Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserves) shall be determined 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, each Liquidating Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to each of the applicable Unresolved Claims Reserves) to the holders of the applicable Liquidating Trust Beneficial Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the applicable Liquidating Trust. Similarly, taxable loss of each Liquidating Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating 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.

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

(v) The Liquidating Trustees shall be responsible for payment, out of the applicable Liquidating Trust Assets, of any taxes imposed on the trust or its assets, including the applicable Unresolved Claims Reserve. In the event, and to the extent, any Cash retained on account of Unresolved Claims in the applicable 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 applicable Liquidating Trustee as a result of the resolution of such Unresolved Claims.

(vi) The Liquidating Trustees may request an expedited determination of taxes of the applicable Liquidating Trust, including the applicable Unresolved Claims Reserve, or the applicable Debtor(s) under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the applicable Liquidating Trust or the applicable Debtor(s) for all taxable periods through the dissolution of each of the Liquidating Trusts.

(q) Dissolution. Each Liquidating Trust shall be dissolved at the earlier of (even if creditors have not been paid in full) (i) all of the applicable Liquidating Trust Assets having been distributed pursuant to the Plan and the applicable Liquidating Trust Agreement, (ii) the Liquidating Trustee determining, in its sole discretion, that the administration of the applicable Liquidating Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Liquidating Trustee under the Plan and the applicable Liquidating Trust Agreement having been made; *provided, however*, that in no event shall any of the Liquidating Trusts 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 extensions, each extension not to exceed eighteen months, and without the need for a favorable no-action letter from the SEC or a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets. If at any time any Liquidating Trustee determines, in reliance upon such professionals as the Liquidating Trustee may retain, that the expense of administering any of the Liquidating Trusts so as to make a final distribution to its beneficiaries is likely to exceed the value of the assets remaining in the applicable Liquidating Trust, such Liquidating Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the applicable Liquidating Trust, (ii) donate any balance to a charitable organization or a charitable trust that is unrelated to the Debtors, the Liquidating Trusts, and any insider of the Liquidating Trustees, and (iii) dissolve the applicable Liquidating Trust. Upon dissolution of the applicable Liquidating Trust, the applicable Liquidating Trustee shall be discharged from his role as trustee of the applicable Liquidating Trust.

(r) Indemnification of Liquidating Trustees. The Liquidating Trustees or the individuals comprising the Liquidating Trustee, as the case may be, and the Liquidating Trustees' agents and professionals, shall be held harmless and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Liquidating Trustees, 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 in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Liquidating Trustees, 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 any Liquidating Trustee (and the other parties entitled to indemnification under this subsection) to be indemnified, held harmless or reimbursed shall be satisfied solely from the applicable Liquidating Trust Assets. The Liquidating Trustees shall be entitled to rely, in good faith, on the advice of its retained professionals.

### **5.5 *The Advanta Trust.***

(a) Execution of the Advanta Trust Agreement. On or before the Effective Date, the Advanta Trust Agreement shall be executed by the applicable Debtors and the Advanta Trustee, and all other necessary steps shall be taken to establish the Advanta Trust and the Advanta Beneficial Interests therein, which shall be for the benefit of the Advanta Trust Beneficiaries. In the event of any conflict between the terms of this Section 5.5 and the terms of the Advanta Trust Agreement, the terms of this Section 5.5 shall govern. The Advanta Trust Agreement may provide powers, duties and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties and authorities do not affect the status of the Advanta Trust as a “liquidating trust” for United States federal income tax purposes.

(b) Purpose of the Advanta Trust. The Advanta Trust shall be established for the sole purpose of liquidating and distributing its 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.

(c) Advanta Trust Assets. The Advanta Trust shall consist of the Advanta Trust Assets. On the Effective Date, the Debtors shall transfer all of the Advanta Trust Assets to the Advanta Trust. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax.

(d) Governance of the Advanta Trust. The Advanta Trust shall be governed by the Advanta Trustee according to the Advanta Trust Agreement.

(e) The Advanta Trustee. The Advanta Trustee shall be designated by the Debtors. The Advanta Trustee may be any of the professionals that represented parties in interest in the Chapter 11 Cases. The Advanta Trustee may be the same individual(s) as any of the Liquidating Trustees. In the event the Advanta Trustee dies, is terminated or resigns for any reason, the Trust Advisory Board (as defined in the Advanta Trust Agreement) shall designate a successor pursuant to the Advanta Trust Agreement and upon approval of the Bankruptcy Court.

(f) Role of the Advanta Trustee. In furtherance of and consistent with the purpose of the Advanta Trust and the Plan, the Advanta Trustee shall, among other things, have the rights, powers and duties, subject to the limitations set forth in the applicable Liquidating Trust Agreement: (i) to hold, manage, convert to Cash, and distribute the Advanta Trust Assets, including 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, (iii) in the Advanta Trustee’s reasonable business judgment, to investigate, prosecute, settle, dispose of, and/or abandon 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 required with respect to the Advanta Trust, (vi) in the Advanta Trustee's reasonable business judgment, to reconcile and object to Claims, 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 its power and authority, (ix) to take all necessary action and file all appropriate motions to obtain an order closing the applicable Chapter 11 Cases, and (x) to take such other and further actions as are permitted by the Plan and are not inconsistent with the Plan and applicable Liquidating Trust Agreement. In all circumstances, the Advanta Trustee shall act in the best interests of all beneficiaries of the Advanta Trust and in furtherance of the purpose of the Advanta Trust.

(g) Nontransferability of the Advanta Trust Beneficial Interests. The Advanta Beneficial Interests in the Advanta Trust shall not be certificated and shall not be transferable or assignable except by will, intestate succession or operation of law.

(h) 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.

(i) Distributions. The Advanta Trustee shall make at least one distribution in each year following the Effective Date, one of which shall be made on or about December 31st of such year, to holders of the Advanta Beneficial Interests of all Cash on hand in accordance with the Advanta Trust Agreement except such amounts as (i) are retained by the Advanta Trust on account of Unresolved Claims, (ii) are reasonably necessary to meet contingent liabilities and to maintain the value of the Advanta Trust Assets during liquidation, (iii) are reasonably necessary to pay reasonably incurred and anticipated expenses (including any taxes imposed on the Advanta Trust or in respect of the Advanta Trust), and (iv) as are necessary to satisfy other liabilities incurred and anticipated by or obligation imposed on the Advanta Trust in accordance with this Plan or the Advanta Trust Agreement.

(j) Costs and Expenses of the Advanta Trust. The costs and expenses of the Advanta Trust, including the fees and expenses of the Advanta Trustee and its retained professionals, shall be paid out of the Advanta Trust Assets. Fees and expenses incurred in connection with the prosecution and settlement of any Claims that constitute Advanta Trust Assets shall be considered costs and expenses of the Advanta Trust. Notice of any cost or expense of the Advanta Trust that exceeds the amounts permitted by the Advanta Trust Agreement must be provided to the Trust Advisory Board, and such expense must be approved by the Trust Advisory Board or by further order of the Bankruptcy Court.

(k) Compensation of the Advanta Trustee. The individual(s) serving as or comprising the Advanta Trustee shall be entitled to reasonable compensation approved by the Trust Advisory Board in an amount consistent with that of similar functionaries in similar roles.

(l) Retention of Professionals by the Advanta Trustee. The Advanta Trustee may retain and compensate attorneys and other professionals to assist in its duties as Advanta Trustee on such terms as the Advanta Trustee deems appropriate without Bankruptcy Court approval. Without limiting the foregoing, the Advanta Trustee may retain any professional that represented parties in interest in the Chapter 11 Cases and the same professional may represent any or all of the Trustees.

(m) Federal Income Tax Treatment of the Advanta Trust. For all U.S. federal income tax purposes, all parties (including the Debtors, the Advanta Trustee and the Advanta Trust Beneficiaries) shall treat the transfer of the Advanta Trust Assets to the Advanta Trust as:

(i) a transfer of the Advanta Trust Assets directly to those holders of Allowed Claims receiving Advanta Beneficial Interests 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 Beneficial Interests.

Accordingly, those holders of Allowed Claims receiving Advanta Beneficial Interests 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.

(n) Tax Reporting.

(i) The Advanta Trustee shall file returns for the Advanta Trust treating the Advanta Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Section 5.5. The Advanta Trustee shall also annually send to each holder of Advanta Beneficial Interests 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.

(ii) As soon as possible after the Effective Date, the Advanta Trustee 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.

(iii) Allocations of Advanta Trust taxable income among the Advanta Trust Beneficiaries (other than taxable income allocable to the Unresolved Claims Reserve) shall be determined 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 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 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.

(iv) 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 (A) 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 (B) 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.

(v) 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 applicable 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.

(o) Section 505(b). 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.

(p) Dissolution. The Advanta Trust shall dissolve at the earlier of (even if all creditors have not been paid in full) (i) all of the Advanta Trust Assets having been distributed pursuant to the Plan and the 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, (iii) all distributions required to be made by the Advanta Trustee under the Plan and the Advanta Trust Agreement have been made, or (iv) three (3) years after the establishment of the Advanta Trust; *provided, however*, the Advanta Trustee is authorized to extend the three (3) year period upon filing a motion with the Bankruptcy Court within six (6) months prior to the third anniversary (or at least six (6) months

prior to the end of an extension period), if the Bankruptcy Court determines that a fixed-period extension (not to exceed two extensions, each extension not to exceed eighteen months, and without the need for a favorable no-action letter from the SEC or a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the 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. If, at dissolution of the Advanta Trust, the Advanta Trust still owns any Advanta Trust Assets, then the Advanta Trustee shall have the authority to donate any such Advanta Trust Assets at its discretion to a charitable organization or a charitable trust that is unrelated to the Debtors, the Advanta Trust, and any insider of the Advanta Trustee. Upon dissolution of the Advanta Trust, the Advanta Trustee shall be discharged from his role as trustee of the Advanta Trust.

(q) Indemnification of Advanta Trustee. The Advanta Trustee or the individual(s) comprising the Advanta Trustee, as the case may be, and the Advanta Trustee's agents and professionals, shall be held harmless and shall not be liable for actions taken or omitted in its capacity as, or on behalf of, the Advanta Trustee, except those acts that are determined by Final Order to have arisen out of its or their own willful misconduct or gross negligence, and each shall be entitled to be indemnified, held harmless and reimbursed for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Advanta Trustee, except for any actions or inactions that are determined by Final Order to have arisen from willful misconduct or gross negligence. Any claim of the Advanta Trustee (and the other parties entitled to indemnification under this subsection) to be indemnified, held harmless or reimbursed shall be satisfied solely from the Advanta Trust Assets. The Advanta Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

## **5.6 Cancellation and Termination of Existing Agreements and Equity Interests.**

Except as otherwise provided in the Plan, on the Effective Date, the RediReserve Certificates, Investment Notes, ACT Securities, Equity Interests and any and all other instruments evidencing any Claims or Equity Interests against or in the Debtors, including, without limitation, the Indentures, shall be deemed automatically cancelled and terminated as permitted by section 123(a)(5)(F) of the Bankruptcy Code without further act or action under any applicable agreement, law, regulation, order or rule; *provided, however*, that the RediReserve Certificates, Investment Notes, ACT Securities, Equity Interests and any and all other instruments evidencing any Claims or Equity Interests against or in the Debtors shall continue in effect solely for the purposes of (i) allowing a holder of an Allowed RediReserve Certificate Claim, an Allowed Investment Note Claim, an Allowed General Unsecured Claim and an Allowed Subordinated Note Claim to receive their distributions under the Plan (if any), (ii) enforcing the terms of the subordination provisions in the 8.99% Indenture, (iii) allowing the Disbursing Agents to make the distributions, if any, on account of Allowed Claims, (iv) allowing the Disbursing Agents to perform any necessary administrative functions with respect to the distributions (if any) to be made on account of Allowed Claims, and (v) permitting the Indenture Trustees to (a) maintain and assert their Charging Liens for payment of the Indenture Trustee Fees as provided in Section 2.3 of the Plan, (b) seek compensation and reimbursement for any reasonable and documented fees and expenses, if any, incurred in making distributions pursuant to the Plan, (c) maintain and enforce any right to indemnification under the applicable



Indentures, which rights, if any, shall continue to exist regardless of whether or not a proof of Claim was filed by the applicable Indenture Trustee in the Chapter 11 Cases. After the Effective Date, except as otherwise set forth herein, the Indenture Trustees shall no longer have any obligations to holders of RediReserve Certificates, Investment Notes, ACT Securities, or Subordinated Notes under the Indentures.

As soon as practicable after the Effective Date, the Debtors or the AC Trustee, with the cooperation of the applicable Indenture Trustee, shall send a letter of transmittal to each holder of an Allowed RediReserve Certificate Claim, an Allowed Investment Note Claim, and an Allowed Subordinated Note Claim, advising such holder of the effectiveness of the Plan. Delivery of any RediReserve Certificates, Investment Notes, or Subordinated Notes will be effected, and risk of loss and title thereto shall pass, only upon each holder's compliance with the terms and conditions of such letter of transmittal.

Delivery of any RediReserve Certificate or Investment Note shall be effected and risk of loss and title thereto shall pass so long as the holder of each such note has complied with the letter of transmittal, including providing a correct taxpayer number on a form W-9 provided with the transmittal letter, and the amount of the notes held by each holder as set forth in the letter of transmittal is the same amount that is reflected on the register of the note holders maintained by Advanta, as securities registrar, as of the Distribution Record Date.

If the record holder of a note is DTC or its nominee or another securities depository or custodian thereof, and such notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then the beneficial holder of such a note shall be deemed to have surrendered such holder's security, note, debenture or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

Upon compliance with this Section 5.6 in connection with any RediReserve Certificate, Investment Note, or Subordinated Note, the holders of such notes shall, for all purposes under the Plan, be deemed to have validly surrendered such note.

Further, the Board of Directors of Advanta is authorized, without any further action, to issue one share of Trustee Stock in Reorganized Advanta to the Advanta Trustee, and to take any other action in furtherance thereof for the purpose of reorganizing Advanta. On the Effective Date, the share of Trustee Stock shall be delivered to the Advanta Trust.

### ***5.7 Settlement of Claims.***

Pursuant to Bankruptcy Rule 9019, in consideration for the classification, distribution, and resolution of Claims, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims or controversies resolved pursuant to the Plan. All Plan distributions made to creditors holding Allowed Claims in any Class are intended to be and shall be final, and, except as otherwise provided in Article IV, no Plan distribution to a holder of a Claim in one Class shall be shared with or reallocated to the holders of any Claim in another Class by virtue of

any prepetition collateral trust agreement, shared collateral agreement, subordination agreement, other similar inter-creditor arrangement or deficiency claim.

## ARTICLE VI

### ***PROVISIONS GOVERNING VOTING AND DISTRIBUTIONS***

#### ***6.1 Voting of Claims.***

Each holder of an Allowed Claim in an impaired Class of Claims that is entitled to vote on the Plan pursuant to Article III and Article IV of the Plan shall be entitled to vote separately to accept or reject the Plan, as provided in such order as is entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Bankruptcy Court.

#### ***6.2 Nonconsensual Confirmation.***

If any impaired Class of Claims entitled to vote does not accept the Plan by the requisite statutory majority provided in section 1126 of the Bankruptcy Code, the Debtors reserve the right to amend the Plan in accordance with Section 12.4 of the Plan or to undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code, or both. With respect to impaired Classes that are deemed to reject the Plan, the Debtors intend to request that the Bankruptcy Court confirm the Plan pursuant to section 1129(b) of the Bankruptcy Code notwithstanding the rejection of the Plan by such Claims.

#### ***6.3 Date of Distributions.***

Distributions to holders of Claims and Equity Interests shall be made as provided in Articles II and IV of the Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

#### ***6.4 Disbursing Agents.***

All distributions under the Plan by any of the Trusts shall be made by the applicable Trustee as Disbursing Agent or such other entity designated by the applicable Trustee as Disbursing Agent.

#### ***6.5 Rights and Powers of Disbursing Agents.***

The Disbursing Agents shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform their duties under the Plan, (b) make all distributions contemplated by the Plan, (c) employ professionals to represent them with respect to their responsibilities and, (d) exercise such other powers as may be vested in the Disbursing Agents by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agents to be necessary and proper to implement the provisions of the Plan.

The Disbursing Agents (including the Indenture Trustees) shall only be required to act and make distributions in accordance with the terms of the Plan and shall have no (x) liability for actions taken in accordance with the Plan or in reliance upon information provided to them in accordance with the Plan or (y) obligation or liability for distributions under the Plan to any party who does not hold an Allowed Claim at the time of distribution or who does not otherwise comply with the terms of the Plan.

#### **6.6 *Expenses of Disbursing Agents.***

Except as otherwise ordered by the Bankruptcy Court, any reasonable fees and expenses incurred by the Disbursing Agents (including, without limitation, taxes and reasonable attorneys fees and expenses) on or after the Effective Date shall be paid in Cash by the applicable Trust in the ordinary course of business.

To the extent an Indenture Trustee provides services related to distributions pursuant to the Plan, such Indenture Trustee shall be entitled to reasonable and customary compensation for such services and reimbursement for reasonable and customary expenses incurred in connection with such services out of the AC Trust.

#### **6.7 *Delivery of Distributions.***

(a) Last Known Address. Subject to Bankruptcy Rule 9010, and except as provided in this Section 6.7, all distributions to any holder of an Allowed Claim or Equity Interest shall be made at the address of such holder (i) as set forth on the Schedules filed with the Bankruptcy Court, or (ii) on the books and records of the Debtors or their agents, as applicable, unless the Debtors or the applicable Trustees have been notified in writing of a change of address, including, without limitation, by the filing of a proof of Claim by such holder that contains an address for such holder different than the address of such holder as set forth on the Schedules.

(b) Distributions Subject to Deemed Surrender of Notes. All distributions to holders of Allowed Subordinated Note Claims shall only be made to such holders after the deemed surrender by each such holder of the note certificates representing such Claim in accordance with Section 5.6 above. Upon the valid deemed surrender of such note certificates, the AC Trustee shall cancel such notes. As soon as practicable following the valid deemed surrender of the note certificates evidencing such Allowed Claim, the Trustees shall distribute to the holder thereof such holder's distribution. For the avoidance of doubt, distributions may be made on account of the Allowed Subordinated Note Claims for the benefit of the Allowed Investment Note Claims and the Allowed RediReserve Certificate Claims irrespective of the holder of such Allowed Subordinated Note Claim's compliance with this Section 6.7(b).

#### **6.8 *Undeliverable and Unclaimed Distributions.***

In the event that any distribution to any holder of an Allowed Claim is returned as undeliverable, the Disbursing Agent shall use commercially reasonable efforts to determine the current address of each holder, but no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder; *provided, however*, that all distributions under the Plan that are unclaimed for a period of one (1) year after

distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and revested in the Trust from which they were made and any entitlement of any holder of any Claims to such distributions shall be extinguished and forever barred. The applicable Trustee shall have no further obligation to make any distribution to the holder of such Claim on account of such Claim, and any entitlement of any holder of such Claim to any such distributions shall be extinguished and forever barred; *provided, however*, that the holder of such Claim may receive future distributions on account of such Claim by contacting the applicable Trustee at some point prior to the final distribution from the applicable Trust. For the avoidance of doubt, the Disbursing Agent shall not be required to retain an outside investigator to determine the current address of any holders of an Allowed Claim whose distribution is returned as undeliverable.

#### **6.9 *Distribution Record Date.***

As of the close of business on the Distribution Record Date, (i) the claims register shall be closed, (ii) the transfer of books and records of the Investment Note Claims, RediReserve Certificate Claims and the Subordinated Note Claims, each as maintained by Advanta, shall be closed, and (iii) any transfer of any Investment Note Claims, RediReserve Certificate Claims or Subordinate Note Claims or any interest therein shall be prohibited. The Debtors, the Trustees and the Indenture Trustees shall have no obligation to recognize any transfer of any such Claims occurring after the close of business on the Distribution Record Date, and shall instead be entitled to recognize and deal for all purposes under the Plan with only those holders of record as of the close of business on the Distribution Record Date.

#### **6.10 *Manner of Payment.***

At the option of the applicable Disbursing Agent, any Cash payment to be made pursuant to the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements.

#### **6.11 *Minimum Cash Distributions.***

Unless otherwise provided in Section 5.4 and 5.5 of the Plan, no payment of Cash less than \$5 may be made to any holder of an Allowed Claim unless a request therefore is made in writing to the applicable Trustee; *provided, however*, that if any distribution is not made pursuant to this Section 6.11, such distribution shall be added to any subsequent distribution to be made on behalf of the holder's Allowed Claim.

#### **6.12 *Setoffs and Recoupment.***

The Trustees may, but shall not be required to, setoff against or recoup from any Claim and from any payments to be made pursuant to the Plan in respect of such Claim any claims of any nature whatsoever that the Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Trustees of any such claim they may have against such claimant.

**6.13 Interest on Claims.**

Unless otherwise set forth in the Plan or the Confirmation Order, postpetition interest shall not accrue or be paid on any Claim, and no holder of a Claim shall be entitled to interest accruing on or after the Commencement Date on any Claim.

**6.14 No Distribution in Excess of Allowed Amounts.**

Notwithstanding anything to the contrary in the Plan, no holder of an Allowed Claim shall receive in respect of such Claim any distribution of a value as of the Effective Date in excess of the Allowed amount of such Claim.

**6.15 Allocation of Plan Distributions Between Principal and Interest.**

To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for United States federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

**ARTICLE VII**

***PROCEDURES FOR TREATING UNRESOLVED CLAIMS***

**7.1 Assets Retained on Account of Unresolved Claims**

After the Effective Date, each Unresolved Claims Reserve shall be managed by the applicable Trustee for the treatment of Unresolved Claims. On each distribution date after the Effective Date in which any of the Trustees makes Cash distributions to holders of Beneficial Interests, the applicable Trustee shall retain on account of Unresolved Claims an amount such Trustee estimates is necessary to fund the Pro Rata Share of such distributions to holders of Unresolved Claims if such Claims were Allowed. Cash retained on account of Unresolved Claims shall be retained in the applicable Unresolved Claims Reserve for the benefit of the holders of Unresolved Claims pending a determination of their entitlement thereto under the terms of the Plan. If any Unresolved Claim is disallowed or Allowed in an amount that is lower than the aggregate assets retained on account of such Unresolved Claim, then the applicable Trustees may at any time after such disallowance or allowance return the assets that exceed the Allowed amount of such Claim to the applicable Trust.

**7.2 Objections.**

Objections to Claims against the Debtors may be interposed and prosecuted only by the Debtors (if prior to the Effective Date) and the applicable Trustee (if on or after the Effective Date). Except as otherwise provided in Section 2.1 with respect to Administrative Expense Claims, any objections to Claims shall be served on the respective claimant and filed with the Bankruptcy Court (i) on or before the one-hundred-and-eightieth (180th) day following the later of (x) the Effective Date, and (y) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim, or

(ii) on such later date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clauses (x) or (y) above; *provided, however*, that the Trustees shall have until (a) sixty (60) days after the payment in full of all Allowed Claims in Classes 1 through 6 to object to any Claims in Class 7, and (b) one hundred and twenty (120) days after a holder of a contingent or unliquidated Claim files an amended proof of Claim stating that such Claim is no longer contingent or unliquidated, as applicable, to object to such contingent or unliquidated claim.

### **7.3 *No Distributions Pending Allowance.***

Notwithstanding any other provision in the Plan, if any portion of a Claim is disputed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Unresolved Claim becomes an Allowed Claim.

### **7.4 *Distributions After Allowance.***

To the extent that an Unresolved Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. Upon allowance, a holder of the Allowed Unresolved Claim shall receive any distributions that would have been made up to the date of allowance to such holder under the Plan had the Unresolved Claim been allowed on the Effective Date plus any actual earnings on such distribution from the date that such distribution would have been made had the Unresolved Claim been allowed on the Effective Date through the date of allowance.

### **7.5 *Resolution of Claims.***

On and after the Effective Date, the Trustees shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Claims against the Debtors and to compromise, settle, or otherwise resolve any Unresolved Claims without approval of the Bankruptcy Court, other than with respect to Administrative Expense Claims relating to compensation of professionals, but subject to the consent of the Trust Advisory Board for any Claim over the amount set forth in the applicable Trust Agreement.

### **7.6 *Interest After the Effective Date.***

To the extent that an Unresolved Claim becomes an Allowed Claim after the Effective Date, the holder of such Claim shall not be entitled to any interest thereon from the Effective Date to the date such Claim becomes Allowed, except for the earnings, if any, described in Section 7.4.

## **ARTICLE VIII**

### ***EXECUTORY CONTRACTS AND UNEXPIRED LEASES***

#### **8.1 *Assumption or Rejection of Executory Contracts and Unexpired Leases.***

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtors and any Person shall be deemed

rejected by the Debtors as of the Effective Date, except for any executory contract or unexpired lease (i) that has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, (iii) that is specifically designated as a contract or lease to be assumed on **Schedule 8.1**, which Schedule shall indicate whether such contract or lease is to be assumed by any of the Trusts, Reorganized Advanta or ASC; *provided, however*, that the Debtors reserve the right, on or prior to the Confirmation Date, to amend **Schedule 8.1** to delete any executory contract or unexpired lease therefrom or add any executory contract or unexpired lease thereto, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be, respectively, either rejected or assumed as of the Effective Date. The Debtors shall provide notice of any amendments to **Schedule 8.1** to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on **Schedule 8.1** shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

### **8.2 Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases.**

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date and subject to the Debtors' right pursuant to Section 8.4 of the Plan to reject any executory contract or unexpired lease that is subject to a dispute over a cure amount, constitute (i) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Section 8.1 of the Plan, (ii) the extension of time, pursuant to section 365(d)(4) of the Bankruptcy Code, within which the Debtors may assume, assume and assign, or reject the executory contracts and unexpired leases specified in Section 8.1 of the Plan through the date of entry of an order approving the assumption, assumption and assignment, or rejection of such executory contracts and unexpired leases, and (iii) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Section 8.1 of the Plan.

### **8.3 Inclusiveness.**

Unless otherwise specified on **Schedule 8.1**, each executory contract and unexpired lease listed or to be listed therein shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on **Schedule 8.1**.

### **8.4 Cure of Defaults.**

Except to the extent that different treatment has been agreed to by the non-debtor party or parties to any executory contract or unexpired lease to be assumed pursuant to Section 8.1 of the Plan, the Debtors shall, pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the

Bankruptcy Code, within at least thirty (30) days prior to the Confirmation Hearing, file with the Bankruptcy Court and serve by first class mail on each non-debtor party to such executory contracts or unexpired leases to be assumed pursuant to Section 8.1 of the Plan, a notice (the “*Assumption Notice*”), which shall list the cure amount as to each executory contract or unexpired lease to be assumed. The parties to such executory contracts or unexpired leases to be assumed or assumed and assigned by the Debtors shall have twenty (20) days from the date of service of the Assumption Notice to file and serve any objection to assumption or the cure amounts listed by the Debtors. If there are any objections filed, the Bankruptcy Court shall hear the objections at the Confirmation Hearing or on such other date as may be set by the Bankruptcy Court. Notwithstanding Section 8.1 of the Plan, the Debtors shall retain their rights to reject any of their executory contracts or unexpired leases that are subject to a dispute concerning amounts necessary to cure any defaults through the Effective Date.

***8.5 Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan.***

Proofs of Claim for damages arising out of the rejection of an executory contract or unexpired lease pursuant to Section 8.1 of the Plan must be filed with the Bankruptcy Court and served upon the attorneys for the Debtors or, if on or after the Effective Date, upon the applicable Trustee, no later than thirty (30) days after the later of (a) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (b) notice of the Effective Date, (c) notice of an amendment to *Schedules 8.1* of the Plan Supplement (solely with respect to the party directly affected by such modification), or (d) notice of the Debtors’ election to reject such executory contract or unexpired lease under Section 8.3 of the Plan. **All such proofs of Claim not filed within the time set forth in this section shall be forever barred from assertion against the Debtors and their estates or the Liquidating Trusts and their assets.**

***8.6 Indemnification and Reimbursement Obligations.***

(a) Indemnification and Reimbursement. Subject to the occurrence of the Effective Date, all Allowed Claims against the Debtors for indemnification, defense, reimbursement, or limitation of liability of current or former directors, officers, or employees of the Debtors against any claims, costs, liabilities or causes of action as provided in the Debtors’ articles of organization, certificates of incorporation, bylaws, other organizational documents, or applicable law, shall, to the extent such indemnification, defense, reimbursement, or limitation is owed in connection with one or more events or omissions occurring before the Commencement Date, be (i) paid only to the extent of any applicable insurance coverage, and (ii) to the extent a proof of Claim has been timely filed and is Allowed, treated as Allowed General Unsecured Claims to the extent such claims are not covered by any applicable insurance, including deductibles. Nothing contained herein shall affect the rights of directors, officers or employees under any insurance policy or coverage with respect to such claims, costs, liabilities or causes of action or limit the rights of the Debtors, the Trustees, or the Debtors’ Estates to object to, seek to subordinate or otherwise contest or challenge Claims or rights asserted by any current or former officer, director or employee of the Debtors pursuant to this Section 8.6 or otherwise. Notwithstanding any other order of the Bankruptcy Court or anything in this Plan to the contrary, a liquidated, non-contingent proof of Claim for indemnification, defense, reimbursement, or limitation of liability of directors, officers, or employees of the Debtors may be asserted against



the applicable Liquidating Trust at any time prior to the dissolution of such Liquidating Trust; *provided, however*, that such Claims shall be subject to the applicable Liquidating Trustee's opportunity to object, contest or dispute such Claims pursuant to the Plan.

(b) D&O Insurance Policies. No prepaid D&O Insurance Policy shall be cancelled, and the Debtors' directors, officers and employees who have valid claims against the D&O Insurance Policies for indemnification, defense, reimbursement, or limitation of liability may be paid from the D&O Insurance Policies to the extent of the coverage provided by the D&O Insurance Policies; as such, and notwithstanding anything in the Plan to the contrary, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, the D&O Insurance Policies, to the extent the contract providing for such is determined to be an executory contract, shall be deemed assumed by the Debtors and transferred to the applicable Liquidating Trust pursuant to Section 5.4(d). Nothing in the Disclosure Statement, the Plan, the Confirmation Order, any exhibit to the Plan or any other Plan document (including any provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing in any respect the legal, equitable or contractual rights and defenses, if any, of the insured, the Debtors or any insurer with respect to any insurance policies or related agreements (the "**Insurance Policy Documents**"). The rights and obligations of the insured, the Debtors, and insurers shall be determined under the Insurance Policy Documents, including all terms, conditions, limitations and exclusions thereof, which shall remain in full force and effect, and under applicable non-bankruptcy law.

#### **8.7 Compensation and Benefit Programs.**

Notwithstanding anything contained in the Plan to the contrary, unless listed on **Schedule 8.7** of the Plan, which will be filed as part of the Plan Supplement, all employment and severance policies, workers' compensation programs, and all compensation, bonus, and benefit plans, policies, programs, and arrangements of the Debtors applicable to their present and former employees, officers and directors, including, without express or implied limitation, all savings plans, cash and equity or equity-based incentive plans, retirement plans, health care plans, disability plans, and life, accidental death, and dismemberment insurance plans (the "**Compensation and Benefit Programs**") shall be deemed terminated as of the Effective Date without any further action by the Bankruptcy Court or the Debtors. Any Compensation and Benefit Programs that are listed on **Schedule 8.7** shall be maintained by the entity listed on **Schedule 8.7**. Any Compensation and Benefit Program listed on **Schedule 8.7** may be terminated by Reorganized Advanta or the applicable Trustee any time after the Effective Date; *provided, however*, that for eighteen (18) months after the Effective Date, neither Reorganized Advanta nor the Trustees may terminate the underlying group health plan under which former employees of the Debtors (and their covered beneficiaries) are receiving COBRA coverage. In the event any Compensation and Benefit Program listed on **Schedule 8.7** is determined to be an executory contract, nothing in this Plan shall be deemed to constitute an assumption of such Compensation and Benefit Program, and the applicable Trustee shall have authority to reject such Compensation and Benefit Program.

Nothing in this Plan shall preclude any rights of any Person to assert that a "change of control" (as such term may be used in any agreement, plan, or other arrangement) has

or has not occurred, including, without limitation, by reason of the formulation, filing, prosecution or confirmation of this Plan.

#### **8.8 *Deferred Compensation Plan.***

Notwithstanding anything to the contrary in the Plan, on the Effective Date, the Debtors' Deferred Compensation Plan shall be wound down and terminated. Advanta shall transfer as soon as practicable after the Effective Date all assets held in the Deferred Compensation Trust to the AC Trust for distribution to creditors of Advanta pursuant to the terms of the Plan and the AC Trust Agreement; *provided, however*, that prior to transferring any non-Cash assets, the trustees of the Deferred Compensation Trust shall liquidate, under the terms of the Deferred Compensation Trust and at the request of Advanta, such non-Cash assets into Cash and transfer the proceeds of such assets to the AC Trust for distribution to creditors of Advanta pursuant to the terms of the Plan and the AC Trust Agreement.

### **ARTICLE IX**

#### ***CONDITIONS PRECEDENT TO THE EFFECTIVE DATE***

##### **9.1 *Conditions Precedent to Effectiveness.***

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions are satisfied in full or waived in accordance with Section 9.2 of the Plan:

- (a) The Confirmation Order, in form and substance acceptable to the Debtors, shall have been entered and become a Final Order;
- (b) All actions, agreements, instruments and other documents necessary to implement the terms and provisions of the Plan shall have been effected or executed and delivered, as applicable, in form and substance satisfactory to the Debtors; and
- (c) All authorizations, consents, letters, opinions and documents, regulatory approvals and no-action letters, if any, sought by the Debtors, in connection with the consummation of the Plan shall have been obtained and shall not have been revoked.

##### **9.2 *Waiver of Conditions.***

Each of the conditions precedent in Section 9.1 hereof, other than the entry of the Confirmation Order, may be waived, in whole or in part, by the Debtors. Any such waivers may be effected at any time, without notice, without leave or order of the Bankruptcy Court and without any formal action.

##### **9.3 *Satisfaction of Conditions.***

Except as expressly provided or permitted in the Plan, any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any

other such action. In the event that one or more of the conditions specified in Section 9.1 of the Plan have not occurred or otherwise been waived pursuant to Section 9.2 of the Plan on or prior to the one hundred and twentieth (120th) day after the Confirmation Order becomes a Final Order, (a) the Confirmation Order shall be vacated, (b) the Debtors, their Estates, the Creditors' Committee and all holders of Claims and interests, including any Equity Interests, shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred and (c) the Debtors' obligations with respect to Claims and Equity Interests shall remain unchanged and nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Equity Interests by or against the Debtors or any other Person or prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

## **ARTICLE X**

### ***EFFECT OF CONFIRMATION***

#### ***10.1 Post-Effective Date Assets.***

On and after the Effective Date, the Trustees may dispose of the assets of their respective Trusts free of any restrictions of the Bankruptcy Code, but in accordance with the provisions of the Plan and the applicable Trust Agreement.

#### ***10.2 Binding Effect.***

Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against, or interest in, the Debtors and such holder's respective successors and assigns, whether or not the Claim or interest, including any Equity Interest, of such holder is impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to or received a distribution under the Plan.

#### ***10.3 Injunction or Stay.***

(a) Pursuant to sections 105 and 1141 of the Bankruptcy Code, on and after the Confirmation Date, except as otherwise expressly provided in the Plan, all Persons who have held, hold or may hold Claims or Equity Interests and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals and affiliates, are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind (whether directly, indirectly, derivatively or otherwise) against the Debtors related to a Claim or Equity Interest, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, or against the property or interests in property of the Debtors, (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or against the property or interests in property of the Debtors, or (v) pursuing any Claim or Interest released pursuant to Article X of the Plan. Such injunction

shall extend to any successors of the Debtors and their respective properties and interest in properties.

(b) All Causes of Action against the Debtors that are not otherwise released under the Plan (other than with respect to federal taxes of Advanta and ASC) shall be channeled to the applicable Liquidating Trusts and be subject to the jurisdiction of the Bankruptcy Court. Any Cause of Action brought against any Trust or any Trustee may only be brought before and heard by the Bankruptcy Court.

#### ***10.4 Injunction Against Interference With Plan.***

Upon the entry of the Confirmation Order, all holders of Claims or Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

#### ***10.5 Terms of Injunction or Stay.***

Unless otherwise provided in the Confirmation Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, that are in existence on the Confirmation Date shall remain in full force and effect until the later of the Effective Date and the date indicated in the applicable order providing for such injunction or stay; *provided, however*, that no such injunction or stay shall preclude enforcement of parties' rights under the Plan in the Bankruptcy Court.

#### ***10.6 Reservation of Causes of Action/Reservation of Rights.***

(a) Except as provided in Section 10.7 of the Plan, nothing contained in the Plan (including in Section 6.12) or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or Causes of Action of the Debtors, Debtors in Possession or the Debtors' Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, without limitation, (i) any and all Claims against any Person, to the extent such Person asserts a crossclaim, counterclaim, and/or Claim for setoff which seeks affirmative relief against the Debtors, the Trusts or the Debtors' officers, directors, or representatives, and (ii) the turnover of any property of the Debtors' Estates.

(b) Except as set forth in Section 10.7 of the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Effective Date against or with respect to any Claim left Unimpaired by the Plan. The Trusts shall retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff, and other legal or equitable defenses which the Debtors, Debtors in Possession or the Debtors' Estates had immediately prior to the Commencement Date fully as if the Chapter 11 Cases had not been commenced, and all of the legal and equitable rights of the Debtors, Debtors in Possession or the Debtors' Estates respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

### ***10.7 Exculpation.***

**Notwithstanding anything herein to the contrary, as of the Effective Date, none of the Debtors, the Trusts, the Trustees (solely in their capacity as such), the Indenture Trustees, the members of the Creditors' Committee (solely in their capacity as such), and their respective officers, directors, employees, managing directors, accountants, financial advisors, investment bankers, agents, restructuring advisors, and attorneys, and each of their respective agents and representatives (but solely in their capacities as such) shall have or incur any liability for any Claim, Cause of Action or other assertion of liability for any act taken or omitted to be taken on or after the Commencement Date in connection with, or arising out of, the Chapter 11 Cases, the formulation, dissemination, confirmation, consummation or administration of the Plan, property to be distributed under the Plan or any other act or omission in connection with the Chapter 11 Cases, the Plan (or any prior proposed version of the Plan), the Disclosure Statement or any contract, instrument, document or other agreement related thereto; and such claims shall be deemed expressly waived and forever relinquished as of the Effective Date; *provided, however*, that the foregoing shall not affect the liability of any Person that otherwise would result from (i) any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, intentional fraud, or criminal conduct of any such Person, or (ii) any actions of the Board of Directors of Advanta on December 10, 2009 relating to the decision to liquidate Advanta.**

### ***10.8 Causes of Action/Avoidance and Subordination Actions/Objections.***

Other than any releases granted herein, in the Confirmation Order or in a Final Order of the Bankruptcy Court from and after the Effective Date, the Trusts shall have the right to prosecute any and all Causes of Action including, but not limited to, any and all avoidance or equitable subordination actions, recovery Causes of Action and objections to Claims under sections 105, 502, 510, 542 through 551, and 553 of the Bankruptcy Code or other applicable law that belong to the Debtors, Debtors in Possession or the Debtors' Estates. For the avoidance of doubt, nothing contained in the Plan shall operate as a release of any Cause of Action against any of the current or former officers, directors or employees of the Debtors or their affiliates, except as provided in Section 10.7 of the Plan.

## **ARTICLE XI**

### ***RETENTION OF JURISDICTION***

The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation:

(a) to hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, the allowance of Claims resulting therefrom and any disputes with respect to executory contracts or unexpired leases relating to facts and circumstances arising out of or relating to the Chapter 11 Cases;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date, including, without limitation, (i) any Cause of Action under bankruptcy law or any applicable non-bankruptcy law that may be brought by any of the Trusts or Trustees for the benefit of the Estates' creditors against any current or former officers, directors or employees of any of the Debtors relating to management or operation of the Debtors and/or their assets either prior to the Commencement Date or during the Chapter 11 Cases; (ii) any other Cause of Action that may be brought by any of the Trusts or Trustees for the benefit of the Estates' creditors; and (iii) any Cause of Action that may be brought against any of the Trusts or Trustees;

(c) to ensure that distributions to holders of Allowed Claims and Equity Interests are accomplished as provided herein;

(d) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim or Equity Interest;

(e) to hear and determine all applications for compensation and reimbursement of expenses under sections 330, 331 and 503(b) of the Bankruptcy Code;

(f) to hear and determine any timely objections to, or requests for estimation of Unresolved Claims, in whole or in part;

(g) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(h) to resolve disputes as to the ownership of any Claim or Equity Interest;

(i) to take any action and issue such orders as may be necessary to enforce, implement, execute and consummate the Plan or to maintain the integrity of the Plan following the Effective Date;

(j) to consider any amendments to or modifications of the Plan or to cure any defect or omission, or reconcile any inconsistency, in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(k) to hear and determine disputes or issues arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order, any transactions or payments contemplated hereby, any agreement, instrument, or other document governing or relating to any of the foregoing or any settlement approved by the Bankruptcy Court;

(l) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including, without limitation, any request by the Debtors prior to the Effective Date, or request by any of the Trustees after the Effective Date for an expedited determination of tax under section 505(b) of the Bankruptcy Code);

(m) to hear and determine all disputes involving the existence, scope and nature of releases or exculpations granted under the Plan, the Confirmation Order or the Bankruptcy Code;

(n) to issue injunctions and effect any other actions that may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the Plan, the Confirmation Order or any other order of the Bankruptcy Court;

(o) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(p) to hear and determine any rights or Causes of Action held by or accruing to the Debtors, the Debtors in Possession or the Debtors' Estates pursuant to the Bankruptcy Code or pursuant to any federal or state statute or legal theory, whether initiated prior to or after the Effective Date;

(q) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located;

(r) to hear disputes concerning the Trusts;

(s) to enter a final decree closing the Chapter 11 Cases; and

(t) to hear any other matter not inconsistent with the Bankruptcy Code.

## **ARTICLE XII**

### ***MISCELLANEOUS PROVISIONS***

#### ***12.1 Effectuating Documents and Further Transactions.***

On or before the Effective Date, and without the need for any further order or authority, the Debtors are authorized to file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents that are in form and substance satisfactory to the Debtors as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. As of the Effective Date, the Trustees are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to the Plan.

#### ***12.2 Withholding and Reporting Requirements.***

Each 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 Beneficial Interests. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such holders of the Beneficial Interests for all purposes of the relevant Trust Agreements. Each Trustee shall be authorized to collect such tax information from the

holders of the Beneficial Interests (including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and the relevant Trust Agreement. In order to receive distributions under the Plan, all holders of the Beneficial Interests will need to identify themselves to the applicable Trustee and provide tax information and the specifics of their holdings, to the extent the Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable to each holder). Each Trustee may refuse to make a distribution to any holder of a Beneficial Interest that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a holder of a Beneficial Interest, the applicable Trustee shall make such distribution to which the holder of the Beneficial Interest is entitled, without interest; and, *provided further* that, if the holder fails to comply with such a request within one hundred eighty (180) days, such distribution shall be deemed an unclaimed distribution, and, *provided further* that, if any Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and such Trustee is later held liable for the amount of such withholding, such holder shall reimburse such Trustee for such liability.

### ***12.3 Corporate Action.***

On the Effective Date, all actions provided for under the Plan that would otherwise require approval of the stockholders, members, or directors of one or more of the Debtors, as the case may be, shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to the applicable general corporation law of the states in which the Debtors are incorporated or established, without any requirement for further action by the stockholders, members, or directors of the Debtors.

### ***12.4 Modification of Plan.***

Alterations, amendments or modifications of or to the Plan may be proposed in writing by the Debtors, at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. After the Confirmation Date and prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court, provided that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests. The Plan may also be substantially altered, amended or modified at any time after the Confirmation Date and before substantial consummation, provided that the Plan, as altered, amended or modified, satisfies the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Bankruptcy Code. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder. In the event the Bankruptcy Court does not approve the substantive consolidation of the Consolidated Debtors' estate pursuant to Section 5.2 of the Plan, the Debtors may modify the Plan to reflect the non-substantive consolidation of the Consolidated Debtors' estates without further order or approval of the Bankruptcy Court. A holder of a Claim that has



accepted the Plan shall be deemed to have accepted the Plan if modified to reflect the non-substantive consolidation of the Consolidated Debtors' estates.

### ***12.5 Revocation or Withdrawal of the Plan.***

The Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date. If the Debtors revoke or withdraw the Plan prior to the Effective Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Equity Interests by or against the Debtors or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors. The Debtors also reserve the right to (i) withdraw the Plan with respect to any Debtor and proceed with confirmation of the Plan with respect to any other Debtor, (ii) adjourn confirmation of the Plan for any Debtor, (iii) revoke the Plan as to any Debtor, (iv) seek confirmation of an alternative plan with respect to any Debtor at a later time, including a plan substantively consolidating any Debtor with one or more Debtors. In the event the Plan is revoked or withdrawn with respect to a Debtor, nothing contained herein shall constitute or be deemed a waiver or release of any Claims against or Equity Interests in the Debtor that is withdrawn from the Plan or any other Person or to prejudice in any manner the rights of such Debtor or any Person in any further proceedings involving such withdrawn Debtor.

### ***12.6 Continuing Exclusivity Period.***

Subject to further order of the Bankruptcy Court, until the Effective Date, the Debtors shall, pursuant to section 1121 of the Bankruptcy Code, retain the exclusive right to modify the Plan as provided herein or file a new Plan and to solicit acceptances thereof and the Creditors' Committee retains the right to request termination of the Debtors' exclusive periods.

### ***12.7 Plan Supplement.***

The Plan Supplement and the documents contained therein in form, scope and substance satisfactory to the Debtors, shall be filed with the Bankruptcy Court no later than ten (10) calendar days before the deadline for voting to accept or reject the Plan, provided that the documents included therein may thereafter be amended and supplemented prior to execution, so long as no such amendment or supplement materially affects the rights of holders of Claims. The Plan Supplement and the documents contained therein are incorporated into and made a part of the Plan as if set forth in full herein.

### ***12.8 Payment of Statutory Fees.***

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on the Effective Date, or as soon as practicable thereafter, by the applicable Liquidating Trust.

### ***12.9 Post-Effective Date Professional Fees and Expenses.***

From and after the Effective Date, the Liquidating Trusts shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of professional persons thereafter incurred by the applicable

Debtors or such Liquidating Trusts. The reasonable fees and expenses of professional persons retained by the Advanta Trust shall be paid, in the ordinary course of business and without necessity for approval by the Bankruptcy Court, by the Advanta Trust.

***12.10 Indenture Trustees as Claim Holder.***

Consistent with Bankruptcy Rule 3003, the AC Trustee shall recognize a proof of Claim timely filed by the Indenture Trustees of the RediReserve Certificates, Investment Notes, and the Subordinated Notes. A list of Claims that are hereby disallowed as duplicative of claims filed by the Indenture Trustees is attached on *Schedule 12.10*.

***12.11 Dissolution of the Creditors' Committee.***

On the Effective Date, the Creditors' Committee shall be dissolved and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases, and the retention or employment of such Creditors' Committee's attorneys, accountants and other agents, if any, shall terminate other than for purposes of filing and prosecuting applications for final allowances of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith.

***12.12 Exemption from Transfer Taxes.***

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under or in connection with the Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, sales or use, or other similar tax.

***12.13 Expedited Tax Determination.***

The Debtors and the Liquidating Trustees are authorized to request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for any or all returns filed for, or on behalf of, the Debtors for any and all taxable periods (or portions thereof) ending after the Commencement Date through and including the Effective Date.

***12.14 Exhibits/Schedules.***

All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein.

***12.15 Substantial Consummation.***

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

***12.16 Severability of Plan Provisions.***

In the event that, prior to the Confirmation Date, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. Notwithstanding the foregoing, in such case, the Plan may only be confirmed without that clause or provision at the request of the Debtors. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable in accordance with its terms.

***12.17 Governing Law.***

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit to the Plan or Plan Supplement provides otherwise (in which case the governing law specified therein shall be applicable to such exhibit), the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to its principles of conflict of laws.

***12.18 Notices.***

All notices, requests and demands to or upon the Debtors shall be in writing (including by facsimile transmission) to be effective and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

ADVANTA CORP.  
Plymouth Corporate Center,  
625 W. Ridge Pike  
Building E, Suite 100  
Conshohocken, Pennsylvania 19428  
Attn: Jay A. Dubow  
Telephone: (215) 657-4000  
Facsimile: (215) 444-5915

– and –

RICHARDS, LAYTON & FINGER, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801

Attn: Paul N. Heath  
Chun I. Jang  
Telephone: (302) 651-7700  
Facsimile: (302) 651-7701

- and -

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Robert J. Lemons  
Victoria Vron  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

***12.19 Time.***

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**12.20 Section Headings.**

The section headings contained in the Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

Dated: November 2, 2010  
(as modified December 13, 2010)

Respectfully submitted,

**ADVANTA CORP., ADVANTA INVESTMENT CORP.,  
ADVANTA BUSINESS SERVICES HOLDING CORP.,  
ADVANTA BUSINESS SERVICES CORP., ADVANTA SHARED  
SERVICES CORP., ADVANTA SERVICE CORP., ADVANTA  
ADVERTISING INC., ADVANTENNIS CORP., ADVANTA  
MORTGAGE HOLDING COMPANY, ADVANTA AUTO  
FINANCE CORPORATION, ADVANTA MORTGAGE CORP.  
USA, ADVANTA FINANCE CORP., ADVANTA VENTURES  
INC., and GREAT EXPECTATIONS INTERNATIONAL INC.  
("GEI")**

By: /s/ William A. Rosoff  
Name: William A. Rosoff  
Title: President and Vice Chairman of the Board of all  
entities other than GEI; Vice President of GEI

**GREAT EXPECTATIONS FRANCHISE CORP., and  
GREAT EXPECTATIONS MANAGEMENT CORP.**

By: /s/ Philip M. Browne  
Name: Philip M. Browne  
Title: Senior Vice President

**ADVANTA CREDIT CARD RECEIVABLES CORP.,  
BE CORP. (f/k/a BIZEQUITY CORP.), and  
IDEABLOB CORP.**

By: /s/ Liane Browne  
Name: Liane Browne  
Title: Secretary

**Schedule 12.10**

(List of Proofs of Claims Which are Disallowed Because They Are Duplicative of the Proofs of Claims Already Filed by the Applicable Indenture Trustee)

**Schedule 12.10**

**List of Proofs of Claims Which are Disallowed Because They Are Duplicative  
of the Proofs of Claims Already Filed by the Applicable Indenture Trustee**

Claim Number	Claimant Name	Asserted Claim Amount
386	12TH STREET GYM, INC	\$22,182.05
550	327 EAST 84TH STREET INC	\$15,943.76
1016	A & H ROOFING & SIDING INC.	\$187.57
518	ABAD, MARLINDA I	\$5,732.25
716	ABRAMS, JOSEPH J	\$7,922.43
2183	ACKERMAN, MILDRED	\$26,408.14
1933	ACTION SIGN COMPANY INC	\$56,187.88
870	ADAMAVAGE, FRANCIS J	\$274,237.92
2050	ADAMSONS, FRIDA	\$549,757.59
1506	ADDIS, DAVID J	\$10,233.10
1507	ADDIS, DAVID J	\$6,308.46
1735	AGNOR, SHIRLEY A	\$41,884.29
1814	AHUMADA FAMILY TRUST DTD 1/28/02	\$8,671.28
1815	AHUMADA, VIBEKE	\$8,230.97
1816	AHUMADA, VIBEKE	\$6,210.97
999	AINSCOUGH, LILLIE C	\$60,330.21
680	ALAN & VERLA JONES	\$141,827.29
98	ALBERTSON, GEORGE	\$5,101.37
356	ALBERTSON, GEORGE	\$5,101.37
2047	ALBRECHT, JAMES	\$4,250.43
1229	ALLEN, BRUCE L	\$10,331.71
655	ALLOWAY, RICHARD C	\$115,435.90
1546	ALLSHOUSE, ELEANOR S	\$17,463.66
1802	ALVORD, BRUCE J	\$14,691.81
2174	AMBULA, FRANCIS O	\$18,902.43
839	AMERICAN LEGION POST 10	\$10,272.39
840	AMERICAN LEGION POST 10	\$10,514.01
2520	AMSLER, M ROBERT	\$97,451.65
1284	ANDERSON, STEVEN L	\$11,393.34
986	ANDRADE, ROWEN S	\$5,630.00
608	ANDRLA, BARBARA	\$102,655.70*

Claim Number	Claimant Name	Asserted Claim Amount
1405	ANGERMANN, MARCIA	\$230,708.00
1393	ANMUTH, BRIAN C	\$7,150.52
1198	ANTISAVAGE, ISABELLA	\$23,849.41
1237	ANTOLIK, CAMILLE R	\$31,846.03
1845	ANTONINI, RUDOLPH J	\$80,359.79
1612	ANYA M SCHULTZ IRREVOCABLE TRUST	\$22,471.08
148	ARCHILEI, ALAN	\$5,033.17
2300	ARGIANAS, HARRY J	\$50,369.12
1245	ARISIAN, RICHARD	\$21,182.77
503	ARMSTRONG, NADINE D	\$22,219.95
614	ARNOLD, ARTHUR E	\$11,116.24
1740	ASH, BONNIE S	\$10,012.47
1853	ASHCRAFT, HAZEL W	\$11,923.98
1249	ASHCROFT, EDNA MAE	\$10,256.16
1251	ASHCROFT, EDNA MAE	\$10,095.46
785	ASHMORE, MARY	\$5,480.87
451	ASHOK K HASIJA & SHIKHA HASIJA	\$38,221.37
1343	ASQUITH, KENNETH E	\$82,284.65
560	ASSENHEIMER, JUDITH A	\$10,565.52
1014	AXINN, DORIS S. POD	\$20,028.83
105	AYLOR, RICHARD A	\$10,000.00
554	AYOUB, RAYMOND G OR AYOUB, MARGARET S	\$42,789.00
72	AYYASWAMY, PORTONOVO S	\$50,000.00
101	AYYASWAMY, PORTONOVO S	\$50,000.00
1040	BAIOTTO, W PAUL	\$35,000.00
2083	BAKER JR, RALPH E	UNLIQUIDATED
2080	BAKER, CAROLYN H	UNLIQUIDATED
2081	BAKER, CAROLYN H	UNLIQUIDATED
2082	BAKER, CAROLYN H	\$26,479.40*
1246	BALAN, FLORENCE	\$25,069.13

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1342	BALAN, FLORENCE	\$25,172.18
1457	BALAN, FLORENCE	\$25,069.42
1460	BALAN, FLORENCE	\$50,288.67
397	BALBACK, RICHARD L	\$173,963.00
353	BANK, RICHARD D	\$20,129.91
1586	BANK, RUTH C	\$5,190.18
2265	BANNISTER, JEFFREY	\$12,116.78
2266	BANNISTER, KEVIN	\$17,603.42
2548	BARBIERI, AUGUST J	\$50,297.00
2470	BARCHIESI, CHAD A	\$7,343.85
2469	BARCHIESI, RITA C	\$88,855.33
2468	BARCHIESI, TODD M	\$7,343.85
2453	BARNES, KRISTINE	\$5,200.00
2452	BARNES, NANCY R	\$6,169.10
1240	BARONE, MARCIA	\$8,419.66
1213	BARRACLOUGH, MARYBETH	\$14,905.61
1756	BARRERA, ISABELA A	\$9,246.20
370	BARRERA, SALVATORE	\$55,990.79
152	BARRY UNITED METHODIST	\$11,158.35
387	BASEHORE, DONALD E	\$90,000.00
625	BATTILANA, ROMEO A	\$19,235.82
935	BATTLE, JOHNNIE L	\$10,040.32
2493	BAUER, MAGDALENE F	\$26,457.05
838	BAUM, DORIS A	\$33,297.74
728	BAUMAN, DONALD S	\$66,656.00
1052	BAUMAN, JR., WILLIAM E	\$30,968.69
1180	BECK, EMILY W	\$6,713.73
474	BECK, GEORGE T	\$233.82
2071	BECK, PATRICIA	\$27,575.38
2104	BECKER, EDITH	\$70,000.00*
421	BECKER, WALTER L	\$20,000.00
2894	BELL, BENJAMIN	\$11,262.36
1362	BELL, CARMA R	\$31,695.65
912	BELL, MERLE M	\$32,883.75
1553	BELL, WALTER J & BELL, MARY ELLEN	\$20,717.33
1171	BELLESTRI, GRACE ELEANOR	\$32,492.19
226	BELLEW SR, LAWRENCE J & BELLEW,	\$15,000.00

Claim Number	Claimant Name	Asserted Claim Amount
	LESLIE	
1139	BELLEW SR, LAWRENCE J & BELLEW, LESLIE B	\$15,000.00
455	BERGER, STANLEY	\$5,844.82
2292	BERGMAN, ROBERT C	\$65,615.62
2293	BERGMAN, ROBERT C	\$65,615.62
42	BERKE, DIANE AND WELCH, GERALD F	\$25,000.00
660	BERLANGA, VIRGILIO G	\$5,289.74
1358	BERNATH, BERTHA M	\$40,044.59
1359	BERNATH, ROBERT R	\$38,347.58
1932	BERNHARDT, EVALYN	\$191,016.53
1660	BERNHARDT, FREDERICK S	\$21,187.36
2395	BERNHARDT, HAROLD F	\$142,691.00
759	BERNSTEIN, BRETT	\$17,794.76
760	BERNSTEIN, BRETT	\$17,794.76
758	BERNSTEIN, TODD R	\$47,055.77
2496	BERTA, KORNEL	\$147,525.13
1067	BEZZANT MARITAL TRUST	\$35,000.00*
2243	BIANCO, ANTHONY A	\$67,149.56
159	BIDDLE, DEBORAH BERMAN	\$159,335.25
2889	BIEBER, LESTER G	\$15,000.00*
1726	BIECKER, WAYNE E	\$175,409.71
1566	BILLIG SR, DONALD B & BILLIG, ELEANOR A	\$55,319.79
1592	BILLS, JAMES L	UNLIQUIDATED
1593	BILLS, JAMES L	UNLIQUIDATED
2572	BILLS, JAMES L	\$145,000.00
904	BINNS, CYRIL	\$127,721.71
2166	BIRKMIRE, BRIAN D	\$1,140.11
1658	BISHAYEE, DR SUBAL	\$24,793.04
1363	BLOCK, HARRIETTE	\$70,763.85
2549	BLOOM MARCUS, MYRNA S	UNLIQUIDATED
1779	BOFINGER, HARRY W	\$11,050.92
1780	BOFINGER, HARRY W & BOFINGER, MILDRED M	\$21,234.16
2501	BOGART, WILLIAM E AND BOGART, MARIE	\$13,021.61
1292	BOGATY, JAMES A	\$58,842.82

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.



Claim Number	Claimant Name	Asserted Claim Amount
1408	BONHOMME, IRLANDE	\$26,990.15
2524	BORAN, BRIAN D	\$6,250.96
1050	BORDAS, JOHN	\$21,500.00
1054	BORDAS, JOHN	\$21,500.00
547	BORDMAN, ROBERTA	\$10,546.42
16	BOROCHIN, NATALIA & BOROCHIN, EUGENE	\$58,664.98
1860	BOROCHIN, NATALIA & BOROCHIN, EUGENE	\$58,664.98
898	BOSCO, WANDA L	\$100,340.00
800	BOSTIC, LINDA S	\$6,000.00
1165	BOWER, JUDY C	\$30,133.83
2000	BOWER, SANDRA S	\$40,000.00*
976	BOWERS, RICHARD P	\$1,034.40
997	BOWERS, RICHARD P	\$131,278.57
485	BOWERS, WILLIAM	\$5,000.00
1155	BOYD, NELWYN E	\$46,719.45
2376	BRADLEY L STOKER	\$6,400.64
24	BRELSFORD, GREGG B	\$10,364.13*
1372	BREZNITSKY, JAMES P	\$31,777.33
1373	BREZNITSKY, JAMES P OR	\$11,036.87
657	BRIDE, KATHRYN A	\$50,261.50
1500	BRIDGE, EDNA S	\$18,000.00
1514	BRIDGE, EDNA S	\$18,000.00
1501	BRIDGE, EDWARD K	\$35,000.00
1502	BRIDGE, EDWARD K	\$100,131.51
1503	BRIDGE, EDWARD K	\$40,000.00
1504	BRIDGE, EDWARD K	\$135,000.00
1505	BRIDGE, EDWARD K	\$25,000.00
1515	BRIDGE, EDWARD K	\$100,131.51
1516	BRIDGE, EDWARD K	\$25,000.00
1517	BRIDGE, EDWARD K	\$40,000.00
1518	BRIDGE, EDWARD K	\$13,500.00
1519	BRIDGE, EDWARD K	\$35,000.00
1632	BRIEGEL, ELFRIEDE M	\$49,165.23
393	BROCCO, MICHAEL A	\$10,035.83
2414	BRODKIN, PHOEBE L	\$65,000.00
1911	BROKLOFF, RONALD D	\$10,156.74

Claim Number	Claimant Name	Asserted Claim Amount
815	BROMAN, L. ERIC	\$25,969.22
1838	BROOKS, STEVAN	\$8,458.70
1987	BROTHERS, DORIS R	\$139,944.44
1418	BROWN, ANNE K	\$25,180.57
2118	BROWN, FLORENCE G	\$16,545.35
993	BROWN, RAYMOND L	\$14,719.04
745	BROWNING, ERNIE E	\$7,200.00
746	BROWNING, ERNIE E	\$8,243.70
744	BROWNING, LINDA M	\$10,006.50
1068	BRUCE, BARBARA PORTNER	\$9,586.17
1922	BRUNS, ROBERT L	\$19,436.03
1001	BRYAN LIVING TRUST	\$30,000.00*
1533	BUCCI, MARIAN J	\$38,000.00
1605	BUCHSBAUM, RITA E	\$111,881.08*
192	BUERGER, ANNA	\$55,890.96
195	BUERGER, ANNA	\$7,133.53
199	BUERGER, NICHOLAS	\$46,882.82
194	BUERGER, NICHOLAS & BUERGER, ANNA	\$5,571.59
465	BUERGER, PETER	\$203,761.66
533	BUFFINGTON, EUGENE E	\$5,446.35
534	BUFFINGTON, EUGENE E	\$5,445.69
65	BULLEN, PATRICIA E	\$5,211.11
682	BUNTRU, GUENTER D	\$67,441.34
1641	BUNTRU, GUENTER D	\$67,940.80
1712	BURG, PHILIP C	\$77,201.53
1711	BURG, SHARON B	\$19,980.43
542	BURNS JR, ALBERT C	\$27,919.04
667	BURNS, EDWARD B	\$31,277.97
2462	BURRIS, ROCHELL D	\$32,678.57
2127	BURROUGHS, JOHN A	\$37,565.85
2128	BURROUGHS, JOHN A	\$1,242.43
853	BUSCHMAN, RALPH H	\$70,109.62
854	BUSCHMAN, RALPH H. POD BUSCHMAN, ALICE E	\$5,280.26
1178	BUSH, MICHAEL J	\$6,551.37
928	BUTMAN, ALAN H	\$18,773.99
2478	BUZGON, EDINA B	\$145,736.28

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
2479	BUZGON, EDINA B	\$145,736.28
2476	BUZGON, HAROLD M	\$145,736.28
2477	BUZGON, HAROLD M	\$145,736.28
80	CALDERA LLC	\$9,563.88
1872	CALLAN, GLADYS	\$14,976.22
1758	CALLENDER, DERRICK	\$300.00*
2084	CALVARY BAPTIST CHURCH	\$14,053.39
647	CAMBERWELL CONDO ASSOC. INC	\$28,551.00
1966	CAMPBELL, RITA A	\$32,458.67
1967	CAMPBELL, WILLIAM R	\$42,435.65
1114	CANALS, MATIAS E	\$6,549.67
66	CANTERA, MARYANN	\$200,000.00
1777	CANTERA, MARYANN	\$190,259.79
1253	CAPANO, FRANK X	\$301,590.71
828	CAPIRO, JEREMY P	\$6,011.06
826	CAPIRO, MANUEL	\$417,334.38
827	CAPIRO, MANUEL	\$417,334.38
2556	CAPPS, ELIZABETH M	\$14,114.20
406	CARAFI, LENA	\$5,161.82
2378	CAREY, HOWARD	\$5,383.76
2539	CARLISLE, ROBERT	\$64,116.32
2533	CARNEY, JAMES A / CARNEY, MARY D	\$28,523.00
833	CAROLA, REGINA M	\$47,449.52
717	CARP, IRA	\$1,064.98
1303	CARPENTER, ROBERT L	\$17,127.07
526	CARRICK, BARBARA J	\$43,262.80
536	CARRICK, ELIZABETH W	\$60,946.81
1099	CARROLL, RICHARD T	\$71,928.46
1793	CARROLL, RICHARD T	\$71,928.45
218	CARTLIDGE, MARILYN	\$13,586.60
1218	CARTLIDGE, MARILYN	\$13,586.60
1574	CASCIANI, AUDREY	\$10,000.00
1970	CASILE-GROSS, DIANE L	\$15,866.95
2184	CASTELLA, PAULETTE R	\$11,873.46
611	CASTIGLIONE, FRANCIS W	\$37,356.64
617	CASTIGLIONE, FRANCIS W	\$110,455.31
1907	CATALANO, JOHN	\$20,000.00

Claim Number	Claimant Name	Asserted Claim Amount
39	CATINELLA, JOSEPH A	\$139.20
357	CATINELLA, JOSEPH A	\$279.74
38	CATINELLA, PAUL F	\$12,456.43
738	CATINELLA, PAUL F	\$25,131.00
1222	CENEVIVA, JOSEPH F	\$7,262.81
1374	CERRITELLI, MATTHEW T	\$13,684.75
2508	CESPEDES, CARMEN	\$29,296.77
1273	CHAMBERS, PAULA Y	\$14,000.00
2471	CHANDLER, RUTH B	\$20,155.09
2472	CHANDLER, RUTH B	\$10,064.96*
996	CHAPMAN, THOMAS L	\$6,130.03
1953	CHARLES S JR OR DORIS M DENNIS REV LIV	\$26,925.01
1954	CHARLES S JR OR DORIS M DENNIS REV LIV	\$8,482.96
1955	CHARLES S JR OR DORIS M DENNIS REV LIV	\$5,655.48
1956	CHARLES S JR OR DORIS M DENNIS REV LIV	\$6,041.04
1957	CHARLES S JR OR DORIS M DENNIS REV LIV	\$6,745.53
426	CHARLES, GEORGE OR EDWARDS, DELORES L	\$10,000.00
766	CHARLESTON, DON	\$100,368.02
1496	CHEN, RAYMOND D	\$11,162.00
1497	CHEN, RAYMOND D	\$10,071.00
1313	CHENARD, BARBARA A	\$8,382.64
557	CHISHOLM, ANN	\$31,206.03
556	CHISHOLM, ANN OR CHISHOLM JR, JAMES S.	\$40,000.00
1242	CHISTIakov, VLADIMIR	\$21,985.00
905	CHRAPOWICKI, STANLEY E	\$80,000.00*
1158	CHRIST, PHILIP E	\$5,906.26
1159	CHRIST, PHILIP E	\$218.86
1160	CHRIST, PHILIP E	\$5,954.06
1161	CHRIST, PHILIP E	\$6,128.77
1162	CHRIST, PHILIP E	\$6,162.74
1163	CHRIST, PHILIP E	\$5,913.66

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
102	CHRISTENSEN, PAUL R & CANDICE L	\$5,000.00
127	CHRISTIANA PRESBYTERIAN CEMETERY INC	\$14,837.29
788	CHRISTOPHER, CYNTHIA J	\$42,779.62
1205	CIESIELKA, CHESTER POD CIESIELKA, WALTER	\$30,000.00
1392	CIKOT, DOROTHEA R	\$30,807.09
1784	CIPRIANO, MICHAEL L & CIPRIANO, LYNDA M	\$53,034.52
1782	CIPRIANO, MICHAEL OR	\$39,044.69
1254	CIRIGLIANO, BEVERLY J	\$15,560.10
476	CIRILIS, EUGENE	\$23,596.07
1944	CLARKSON, DOLORES M	\$69,567.32
628	CLAUSE, AMELIA F	\$11,562.98
131	CLAUSE, DENISE M	\$15,910.00
1699	CLAUSE, DENISE M & CLAUSE, MARIE F	\$15,910.00
1700	CLAUSE, DENISE M & CLAUSE, MARIE F	\$15,910.00
629	CLAUSE, J BARRY	\$3,470.61
120	CLAUSE, JOHN S	\$26,028.10
581	CLAUSE, JOHN S	\$43,529.28
584	CLAUSE, JOHN S	\$26,028.10
122	CLAUSE, MARIE F	\$213,710.82
578	CLAUSE, MARIE F	\$26,028.10
579	CLAUSE, MARIE F	\$39,775.01
580	CLAUSE, MARIE F	\$39,775.01
583	CLAUSE, MARIE F	\$26,353.74
121	CLAUSE, MARIE F / CLAUSE, JOHN S	\$6,558.14
582	CLAUSE, MARIE F / CLAUSE, JOHN S	\$38,249.68
585	CLAUSE, MARIE F / CLAUSE, JOHN S	\$6,558.14
937	CLAUSON, VERNON G	\$695,867.86
1348	CLIFFORD, THOMAS C	\$10,635.08
1088	COCCAGNA, CAROL B	\$113,398.62
1731	COCCAGNA, CAROL M	\$35,151.71
2018	COFFEY, MARY ELLEN	\$5,195.68
2537	COHEN, CARMEN R	\$10,000.00
672	COHEN, JOYCE B	\$70,945.86
2536	COHEN, MURRAY J	\$5,000.00
671	COHEN, RALPH E	\$35,190.45

Claim Number	Claimant Name	Asserted Claim Amount
670	COHEN, RALPH E.	\$8,265.16
2887	COLLINS, JENNY A & JOHN D	\$6,882.00
427	COMMERCIAL TRANSPORTATION INC	\$108,184.37
1969	CONDODINA, ALICE	\$29,152.70
1968	CONDODINA, ARTHUR G	\$20,943.53
135	CONKLIN, AUGUSTINE W	\$11,172.03
927	CONLON, MARY	\$34,014.07
2482	CONNORS, DONALD R	\$11,827.23
339	CONTE, ANTHONY ROBERT	\$17,543.36
366	CONTE, ANTHONY ROBERT	\$64,010.09
2498	COOPER, GERALD M	\$634.63
2290	CORINNE N. DEAN - ESTATE	\$10,000.00
618	CORRISTON JR, EDWARD J	\$121,562.07
1634	COULOMBE, GEORGETTE	\$110,781.53
1467	COWELL, ALLAN T	\$63,937.23
1579	COWELL, ALLAN T	\$39,766.21
890	COYLE, ANNE S	\$24,710.69
189	COYLE, GINNY LEE	\$10,213.66
2114	CRAWFORD, WILLIAM O	\$5,303.61
463	CREEK, MARY L	\$21,900.04
1715	CREIGHTON, HENRIETTA	\$30,097.55
1714	CREIGHTON, HENRIETTA A	\$71,978.61
473	CREW JR., WALTER L. OR	\$30,000.00
472	CREW, WALTER L	\$30,000.00
2318	CRISPINO JR, DANIEL JAMES	\$6,478.30
2319	CRISPINO, CAROLINE J	\$11,073.89
2316	CRISPINO, EUGENE	\$197,549.07
2317	CRISPINO, NICHOLAS EUGENE	\$15,942.82
377	CRITERION LANDHOLDINGS, LLC	\$127.61
376	CRITERION RESORT INVESTMENTS LLC	\$126.96
2059	CROSS, DANIEL PATRICK	\$5,926.09
2058	CROSS, JEANNE E	\$212,505.34
2057	CROSS, MONTE E	\$121,561.20
2060	CROSS, MONTE E	\$32,084.37
1627	CULNANE, CATHERINE	\$11,264.97
2242	CULNANE, JANE P	\$11,191.57

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1946	CULNANE, JOHN F	\$36,479.49
1959	CULNANE, MARY	\$11,191.57
1290	CUNNINGHAM, WARREN W	\$154,614.43
1639	CURLETT, MABEL H	\$22,374.00
2448	CURRY, MICHAEL G	\$35,862.78
894	CURRY, R LYNN	\$13,802.02
1106	CUTLER, STEPHEN	\$2,617.71
962	CYCYK SR., STEPHEN / CYCYK, EDITH	\$45,397.93
79	DAGNEAU, ROBERT E OR DAGNEAU, IRENE	\$5,000.00
1128	DAMIANO, ELAINE Z	\$19,339.94
110	DANIEL, LEWIS S	\$12,000.00
1385	DANIEL, LEWIS S	\$12,395.33
492	DANNY WELLS & ASSOCIATES INC	\$257.82
2582	DARLINGTON, KATHARINE A	\$33,971.98
930	DARWAK, STANLEY R	\$155,424.61
1827	DAVENPORT, WENONA F	\$10,000.00
1828	DAVENPORT, WENONA F	\$27,000.00
1829	DAVENPORT, WENONA F OR DAVENPORT, WARREN	\$27,000.00
1830	DAVENPORT, WENONA F OR DAVENPORT, WARREN	\$10,000.00
1831	DAVENPORT, WENONA F OR DAVENPORT, WARREN	\$10,000.00
1298	DAVIES, CAMERON	\$5,399.39
324	DAVIS, ROBERT J	\$68,562.32
325	DAVIS, ROBERT J	\$68,562.32
326	DAVIS, ROBERT J POD DAVIS, MARILYN R	\$68,562.32
71	DE CARLO, ALBERT L	\$3,902.63
621	DE FAZIO, CARMAN J	\$17,900.31
622	DE FAZIO, CARMAN J	\$8,160.60
1812	DE SOUZA, COLIN F	\$15,946.25
923	DE STEFANO, COLETTE	\$2,746.62
520	DEFREHN, CHRISTINE C	\$5,521.86
521	DEFREHN, RICHARD A	\$5,332.76
1272	DEGGES, JOHN B	\$7,318.38
136	DEIDRE MILLER EXECUTOR	\$129,343.60

Claim Number	Claimant Name	Asserted Claim Amount
696	DEIDRE MILLER EXECUTOR	\$158,018.22
1655	DEL GRIPPO JR, GERARD A	\$15,505.78
2073	DEL NEGRO, LUCA	\$6,331.94
17	DELELLIS, ALBERT J	\$7,639.23
1007	DELELLIS, ALBERT J	\$7,646.32
18	DELELLIS, ALBERT J & DELELLIS, MAGDOLNA	\$100,000.00
1006	DELELLIS, ALBERT J & DELELLIS, MAGDOLNA	\$100,000.00
1916	DELIA, ANTHONY R	\$273,233.01
2158	DELIA, CHRISTOPHER M	\$93,721.15
1915	DELIA, JOHN M	\$103.75
2156	DELIA, JOHN M	\$103.75
153	DELOSKY, SAMUEL & DELOSKY, JEAN MARIE	\$9,253.03
1549	DELP, ERNEST	\$26,465.23
457	DEMARCO, RALPH	\$5,000.00
1534	DENBURG, LAWRENCE	\$13,506.54
2142	DEPIETRO, MARY C	\$174,223.88
1650	DEPIETRO, TIMOTHY J	\$1,063.00
342	DEREY, ALBERT F VARA	\$19,156.26
2211	DERIX, MARY ANN	\$30,033.39
2357	DESRAVINES, ROSE MARIE	\$9,784.95
2355	DESROCHERS, DONNA MARIE	\$60,171.92
2356	DESROCHERS, DONNA MARIE	\$60,171.92
398	DETRICK, KENNETH S	\$15,000.00
1509	DEUTSCH, LOIS E	\$26,000.00
2217	DEVIDO, JEFFREY JONATHAN	\$254.39
2218	DEVIDO, JOHN DAVID	\$15,003.88
2220	DEVIDO, JOHN P	\$334.40
2219	DEVIDO, MARY LOUISE	\$406.06
1913	DEVINE, DIANE G	\$7,820.60
1097	DEVINE, MARGARET J	\$39,070.43
1107	DEWEY, JOHN R	\$6,000.00*
1115	DI AMORE, JUDITH ANN	\$35,588.77
172	DI CRESCENZO, NICHOLAS	\$248,015.04
1020	DI CRESCENZO, NICK	\$248,015.04
951	DI GIACOMO, ROBERT	\$12,538.25

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
952	DI GIACOMO, ROBERT LEE	\$5,136.64
953	DI GIACOMO, ROBERT LEE	\$10,044.61
954	DI GIACOMO, ROBERT LEE	\$30,105.81
955	DI GIACOMO, ROBERT LEE	\$12,069.19
369	DI MATTIA, RICHARD	\$172,642.06
130	DIAKOS, ELIAS MENELAOS & CLAUSE, DENISE	\$5,631.40
1701	DIAKOS, ELIAS MENELAOS & CLAUSE, DENISE	\$5,631.40
1702	DIAKOS, ELIAS MENELAOS & CLAUSE, DENISE	\$5,631.40
2503	DIAMOND, MARVIN C	\$18,689.93
144	DICHTER, LEE M	\$130,863.02
1318	DICK, JEREMY	\$7,155.06
2117	DIEHL, FRANCES E	\$62,448.00
916	DILLON, PETER	\$5,336.00
713	DIMATTESA, JUANITA R	\$10,553.32
103	DIMATTIA, RICHARD	\$172,642.06*
1138	DIRENZO, MICHAEL & MARYELLEN	\$150,000.00
109	DIRENZO, MICHAEL AND MARYELLEN	\$150,000.00
501	DITCHKUS, WILLIAM	\$8,124.04
2179	DLC INVESTMENT PARTNERSHIP	\$5,173.95
2893	DOBY, SYLVIA I	\$49,318.35
1062	DOCS, ERNEST W	\$1,822.00
6	DOLAN, THEODORE M	\$30,000.00
330	DOLAN, THEODORE M	\$30,217.78
1942	DOLENTE, JOAN E	\$29,071.82
47	DOLORES MARIE KRYNOCK TRUST	\$181,553.00
698	DOLORES MARIE KRYNOCK TRUST	\$181,553.00
1887	DOMBROWSKI, MARILYN T	\$5,043.78
1203	DOMZALSKI, JOSEPHINE	\$7,099.53
527	DONALD D. GROWDEN OR	\$31,125.00
2377	DONATO, PHYLLIS C	\$172,393.96
2386	DONATO, PHYLLIS C	\$170,791.98
2399	DONOROVICH, ALICE S	\$36,404.15
2398	DONOROVICH, ALICE S OR	\$18,707.40
2433	DONOROVICH, ALICE S OR	\$24,596.77
2434	DONOROVICH, ALICE S OR	\$22,516.40

Claim Number	Claimant Name	Asserted Claim Amount
319	DORIS B. KINSLEY TRUSTEE	\$93,189.03
656	DOURIS, JOHN	\$10,914.02
519	DOVAN, SUSAN	\$37,051.80
704	DRISCOLL, JAMES D	\$15,123.67
1025	DROBNY, CHARLES J	\$121,977.20
81	DRUMHEISER, DOLORES L	\$43,643.75
87	DUGMA, SITARA RATHOD & RATHOD, KOKILA	\$53,880.55
637	DUGMA, SITARA RATHOD & RATHOD, KOKILA	\$9,747.53
350	DUMMLER, JOHN H	\$15,102.76
720	DUNCHOCK, DANIEL J	\$26,541.33
2288	DURHAM ASSOCIATES L.P.	\$101,023.34
2289	DURHAM ASSOCIATES LP	\$16,429.88
2207	DURHAM, FLOYD	\$8,081.87
2287	DURHAM, FLOYD	\$12,122.80
1116	DURRANT, ALONZO C	\$6,257.56
331	DUYK, DORIS M	\$10,553.24
1243	DWYER, DOROTHY M	\$33,145.28
2298	DWYER, THELMA W	\$20,000.00
8	EA ENTERPRISES PROFIT SHARING	\$9,540.00
685	EA ENTERPRISES PROFIT SHARING	\$9,938.71
686	EA ENTERPRISES PROFIT SHARING	\$9,938.71
443	EARL L & CAROLE S PECK FAMILY TRUST 2004	\$200,000.00*
493	EARL L & CAROLE S PECK FAMILY TRUST 2004	\$400,000.00*
379	EBERHARDT, FERDINAND Z.	\$24,357.08
739	EBRIGHT, T. CLAIRE	\$120,452.59
395	EDCORE, INC.	\$5,376.16
1327	EDGECOMB, CAROL	\$50,172.89
1021	EDMUND W. CARROLL REVOCABLE LIVING TRUST	\$363,150.78
1023	EDWARD A. PASTORE TTEE	\$115,000.00
626	EDWARD J. MOORE REVOCABLE	\$102,115.19
1934	EDWIN A MIAROWSKI TTEE	\$65,347.91
143	EDYTHE SAUNERS C/O DEIRDRE MILLER EXEC	\$158,018.22

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
2021	EELLS, MARGARET R	\$7,342.57
604	EGGERT, H WILLIAM	\$4,755.34
681	EGGERT, H WILLIAM	\$9,664.32
1295	EHRHARD, RICHARD A	\$20,034.55
1296	EHRHARD, RICHARD A	\$10,016.62
1055	EICHENBAUM, MATTHEW	\$5,000.00
1397	EIDELSBURGER, MARTIN	\$13,981.81
1110	EISELE, JANICE V	\$5,000.00
2474	EISENSTARK, BARBARA	\$7,522.67
323	ELKO, MICHAEL S	\$43,225.20
2110	ELLEFSEN, SOPHIE T	\$7,751.06
2383	ELLENBERGER, PEARL	\$79,787.10
462	ELLISON, DIANA	\$41,134.03
852	ENDERLE, DAWN E	\$92,965.18
613	ENNIS, MARGARET B	\$57,897.48
943	ENRIGHT, ANNE R	\$44,269.17
2304	EPPS, LESSIE POD EPPS, WILLIAM	\$6,507.96
447	ERB, ANDREW C	\$34,496.29
111	ERISMAN, CHARLES E	\$38,000.00*
892	ERLICH, EILEEN V	\$6,251.06
546	ERNEST & ROBERTA BORDMAN REV LIV TR	\$27,880.51
1554	ERNSBERGER, MARY E POD	\$84,873.08
2130	ESTATE OF DOROTHY L MAGEE	\$13,589.25
2131	ESTATE OF DOROTHY L MAGEE	\$13,698.15
2132	ESTATE OF DOROTHY L MAGEE	\$12,957.40
2133	ESTATE OF DOROTHY L MAGEE	\$13,227.45
1137	ESTATE OF JOHN S BROWNE	\$6,306.63*
244	ESTATE OF STANLEY J SCHOPPE	\$31,265.67
2003	ESTES, ALBERTA P	\$62,812.32
1312	EVANS, ROSE D	\$25,176.32
1311	EVANS, THOMAS J	\$100,730.42
2484	EWER, PAMELA F	\$7,741.56
2061	EWING, DOROTHY H	\$13,424.72
438	FAIR, SELWYN T	\$2,787.04
437	FAIR, TAMERA	\$52,223.01
439	FAIR, THELMA B	\$85,503.50

Claim Number	Claimant Name	Asserted Claim Amount
511	FANTAUZZO, ANTHONY J	\$28,273.35
907	FANTAUZZO, DANIELA	\$21,365.26
949	FARR, CHARLES E	\$20,978.55
1056	FARR, LEILANI E	\$38,188.92
1901	FARR, MARIE L	\$12,300.00
1051	FAULKNER, PHYLLIS	\$10,000.00
349	FAY, STEVEN J	\$40,000.00
433	FAZZINO, JENNA R	\$5,265.81
432	FAZZINO, PHILIP F	\$201,103.58
811	FEDO, SUSAN M	\$15,409.76
1896	FELCOFF, DAVID	\$100,000.00
1396	FERDER, SIDNEY	\$5,294.30
384	FERGUSON, HELEN R	\$15,138.03
383	FERGUSON, HELEN R.	\$9,108.97
278	FERRARI, LOUIS C	\$24,261.46
1046	FEULNER, TERRANCE R	\$44,894.96
367	FIELD, HENRY A	\$6,049.56
606	FIGURACION, EUGENIO F.	\$51,716.65*
605	FIGURACION, PAZ N	\$368,786.97*
607	FIGURACION, PAZ N. POD PIMENTAL, JOSE N.	\$14,054.14*
1630	FILIPETTO, FRANK A	\$18,440.39
1426	FINE, NORMAN	\$6,842.38
820	FINK, ALVIN	\$15,102.76
1633	FINK, HENRY C	\$14,911.73
920	FIORE, JAQUELINE	\$24,244.08
934	IORELLA, DANIEL C	\$5,668.40
2543	FIRM CONNECTIONS, LLC	\$150,000.00*
162	FISHGOLD, PAMELA	\$25,594.51
163	FISHGOLD, PAMELA	\$25,594.51
174	FISHGOLD, PAMELA	\$25,594.51
179	FISHGOLD, PAMELA	\$25,594.51
450	FITE, ROBERT S	\$520,973.92
2039	FITTIN, NANCY E	\$38,178.03
2368	FITZGERALD, KATHLEEN C	\$9,541.48
489	FLANAGAN, WILLIAM C	\$10,000.00
154	FLEISSNER, ELIZABETH A	\$5,944.49

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
155	FLEISSNER, ELIZABETH A	\$6,858.55
156	FLEISSNER, ELIZABETH A	\$6,664.61
1665	FLEMING, WILLIAM E	\$12,525.34
1666	FLEMING, WILLIAM E	\$5,014.88
1667	FLEMING, WILLIAM E	\$5,000.96
1668	FLEMING, WILLIAM E	\$5,011.19
1669	FLEMING, WILLIAM E	\$10,005.94
1670	FLEMING, WILLIAM E	\$10,024.14
1671	FLEMING, WILLIAM E	\$15,022.83
1672	FLEMING, WILLIAM E	\$5,018.40
1673	FLEMING, WILLIAM E	\$20,102.08
1674	FLEMING, WILLIAM E	\$15,012.95
1675	FLEMING, WILLIAM E	\$5,023.82
1676	FLEMING, WILLIAM E	\$10,012.31
1677	FLEMING, WILLIAM E	\$5,014.02
1678	FLEMING, WILLIAM E	\$5,009.20
1679	FLEMING, WILLIAM E	\$5,000.00
1680	FLEMING, WILLIAM E	\$20,062.23
1681	FLEMING, WILLIAM E	\$5,002.30
1682	FLEMING, WILLIAM E	\$10,026.00
1683	FLEMING, WILLIAM E	\$5,019.02
1684	FLEMING, WILLIAM E	\$5,010.21
1685	FLEMING, WILLIAM E	\$5,025.52
1686	FLEMING, WILLIAM E	\$5,016.80
1687	FLEMING, WILLIAM E	\$5,008.64
1688	FLEMING, WILLIAM E	\$30,139.42
1689	FLEMING, WILLIAM E	\$20,000.00
1690	FLEMING, WILLIAM E	\$30,212.21
1691	FLEMING, WILLIAM E	\$5,708.11
1692	FLEMING, WILLIAM E	\$5,034.42
1461	FLETCHER, ROBERT	\$59,546.09
2545	FLETCHER, SCOTT	\$100,452.81
321	FLOCCO, BENITO A	\$143,750.82
1789	FLOWERS, WILEY J	\$28,622.53
1921	FLOWERS, WILEY J	\$124,423.56
2286	FLOYD DURHAM - ESTATE	\$16,971.92
1604	FLUKE, JANE C	\$22,882.87

Claim Number	Claimant Name	Asserted Claim Amount
1536	FODOR-CORTESE, HELEN	\$106,082.31
1447	FOLEY, DAVID	\$11,377.98
634	FOLEY, RUTH J	\$18,019.69
631	FOLEY, WARREN C	\$50,031.65
632	FOLEY, WARREN C	\$39,358.37
635	FOLEY, WARREN C	\$956.40
633	FOLEY, WARREN C.	\$50,069.37
224	FONTROY I, DERRICK DALE	\$100,000.00
563	FONTROY I, DERRICK DALE	\$20,021.10
1388	FONTROY I, DERRICK DALE	\$60,217.61
1767	FONTROY I, DERRICK DALE	\$20,021.10
564	FONTROY I, DERRICK DALE OR	\$10,052.06
1766	FONTROY I, DERRICK DALE OR	\$10,052.06
1761	FONTROY I, DERRICK DALY	\$60,217.61
562	FONTROY, DERRICK DALE	\$20,110.07
565	FONTROY, DERRICK DALE	\$10,034.10
1765	FONTROY, DERRICK DALE	\$10,034.10
1768	FONTROY, DERRICK DALE	\$20,110.07
112	FORBES SR, JAMES W & FORBES, WANDA F	\$30,000.00
113	FORBES SR, JAMES W AND FORBES, WANDA F	\$21,200.56
341	FORD, NORMAN D	\$40,000.00*
697	FORSTER, HUGO O	\$20,300.66
164	FORTNER, ELEANOR J	\$15,600.90
165	FORTNER, SANDRA J	\$11,541.18
1618	FORZANI, HUGO	\$20,921.67
1894	FORZANI, HUGO	\$20,921.67
590	FOSTER, JAMES E	\$10,039.91*
2297	FOX LAKE VENTURES LLC	\$43,778.08
1044	FOX, THERESE P	\$57,012.91
1465	FRABLE, WILBUR B	\$200,797.99*
1432	FRANK, CAROL L	\$10,388.51
1433	FRANK, CAROL L	\$5,298.34
911	FRANKLIN C. & RITA FREY REV LIV TRUST	\$32,978.57
2475	FRANKS, LUNETTIE	\$9,026.73
973	FRASIER, E LEWIS	\$35,793.69

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
974	FRASIER, E LEWIS	\$23,120.06
2568	FRASIER, E LEWIS	\$68,482.29
972	FRASIER, E. LEWIS	\$9,568.54
193	FRECH, WALTER C	\$62,500.00
1048	FRED C AND CECELIA M HOPPER	\$7,947.90
1049	FRED C AND CECELIA M HOPPER LIV TRUST	\$5,316.35
1166	FREEMAN, KARLTON	\$350,000.00
883	FREEMAN, SPENCER	\$5,000.00
1263	FREEMAN, STERLING J	\$5,936.24
910	FREY, FRANKLIN C	\$7,679.48
1964	FRITTS, LORI L	\$237,987.03
506	FRITZ, WILLIAM F	\$6,027.49
2064	FULTZ, DONALD R	\$102,996.72
1918	FURRER, SUZANNE B	\$8,030.82
616	GAJEWSKI, JOSEPH POD STABA, LOREE BETH	\$16,960.34
392	GALARIS, JAMES	\$40,000.00
2387	GALBREATH, RICHARD, GALBREATH, BEVERLY J	\$17,364.16
2388	GALBREATH, RICHARD, GALBREATH, BEVERLY J	\$16,408.88
1199	GALL, JAMES C	\$54,885.68
2168	GALLUCCI, THOMAS L	\$29,812.17
2547	GALOONIS, FRANCIS G	\$15,760.57
391	GAMBONE, BETTY	\$5,269.00
761	GANG, ANDREA S	\$29,039.18
762	GANG, ANDREA S	\$29,039.18
1234	GANG, CHARLOTTE E	\$15,872.95
1788	GARBADE, MOLLIE ELLEN	\$4,156.08
368	GARDNER, MAE	\$15,683.83
984	GAVIERES, VIRGINIA A	\$42,524.55
445	GAVIN, ALICE	\$8,597.02
446	GAVIN, ALICE	\$21,716.56
1642	GAYMAN, EDWARD G	\$23,488.18
1893	GAYMAN, PHILIP E	\$192,325.20
2161	GEHER, SAGE	\$1,246.63
170	GEIDA, IRENE E	\$13,376.32

Claim Number	Claimant Name	Asserted Claim Amount
707	GEIDA, IRENE E	\$13,376.32
1241	GELMAN, ALAN	\$6,174.92
1029	GENELL JR, JOHN J OR GENELL, JULIE C	\$10,000.00
1026	GENELL JR., JOHN J. OR GENELL, JULIE C.	\$15,000.00
1027	GENELL, JOHN J	\$14,695.55
1028	GENELL, JOHN J OR GENELL, JULIE C	\$23,000.00
2571	GENNI, CARMINE OR	\$180,204.32*
2163	GEORGE S MACNAUGHTON TTEE OR	\$182,255.60
946	GEORGE, ANNA C	\$116,813.34
1060	GEORGE, ERNEST C	\$38,276.93
771	GERALD K. SCHOFIELD TRUST	\$5,150.88
1446	GERSTEIN, SANDRA	\$19,535.00
1477	GERSTENBACHER, JOSEPH E	\$10,009.75
664	GEYER, DANIELLE E	\$11,954.52
903	GEYER, GEORGE	\$35,270.98
1854	GIACHETTI, DOROTHY E	\$7,353.00*
950	GIANNINI, ANTOINETTE	\$6,157.02
479	GIARRATANA, WILLIAM	\$10,482.44
394	GIBSON, MARION E	\$10,261.02
1257	GIBSON, MERI	\$7,179.51
2296	GILBERT, THIRSTON D AND GILBERT, IDA G	\$415,478.02
624	GILL, WALTER A	\$7,838.00
678	GILLESPIE, DANIEL M	\$55,274.69
498	GILLESPIE, PAUL G	\$51,232.02
440	GILLIGAN, JOYCE G	\$10,507.44
441	GILLIGAN, JOYCE G	\$10,000.00
442	GILLIGAN, JOYCE G	\$6,316.99
444	GILLIGAN, JOYCE G	\$10,000.00
1547	GILMORE, CINDY	\$21,446.61
5	GILMOUR, HARRY	\$10,000.00
516	GILMOUR, HARRY	\$5,000.00
774	GILVEY, JOHN A	\$12,086.87
1202	GINGRICH, KATHARINE L	\$15,202.21
722	GLASS, DIETER K	\$21,396.06
721	GLASS, KONRAD	\$15,872.60

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.



Claim Number	Claimant Name	Asserted Claim Amount
723	GLASS, MICHAEL K	\$10,391.22
1247	GOLDEN, GERALD T	\$11,886.08
1622	GOLDEN, JAMES F	\$7,555.18
459	GOLDINGER, F LESLIE	\$9,026.62
2534	GOLDNER, ANDREW L	\$4,128.21
343	GOLDSTEIN, JEFFREY M	\$22,243.42
669	GOLDSTEIN, WILLIAM	\$27,747.71*
856	GONZALEZ, LLC.	\$100,000.00
963	GOODMAN, JOSEPH	\$393,659.98
1594	GRADY, DANIEL	\$201,271.39
2585	GRAFF, DOROTHY	\$24,468.53
1144	GRAMLICH, DOROTHY J	\$8,469.48
1143	GRAMLICH, DOROTHY J.	\$50,232.57
862	GRANT, IRVING	\$50,505.46
415	GRATZ, HOPE S	\$10,041.58
1219	GRAVER, JENNIE K	\$6,833.97
2350	GREEN IV, STEPHEN D	\$25,698.26
2511	GREEN, KAREN B	\$3,111.00
2544	GREENSTEIN, MARK	\$500,000.00*
1561	GREER FAMILY REVOCABLE TRUST	\$5,222.81
1072	GREINER, GLENN A	\$7,003.90
1073	GREINER, GLENN A	\$1,555.56
2031	GRIER, RICHARD A	\$73,214.20
1948	GRING, M DOROTHY	\$3,290.36
837	GROSS, LINDA C	\$5,079.99
1961	GROVES, DANIEL H	\$10,898.00
2112	GRUMBLING, MARLENE F	\$6,120.18
460	GRUNZA, THOMAS W	\$5,213.37
1649	GUIDA, MARION	\$36,400.00*
595	GULATI, MARGO I	\$66,904.57
895	GULEN, FRANCIS A	\$5,000.00*
1349	GUTTMANN, A CARL	\$12,190.74
757	GUY R. NICKERSON REVOCABLE TRUST	\$30,987.24
880	HAEFNER, PAUL H	\$126,924.27
1844	HAGGERTY, TERESA	\$8,612.56
906	HAIG, GLENN R	\$75,000.00

Claim Number	Claimant Name	Asserted Claim Amount
1728	HALITSKY, VICTOR J	\$12,051.15
2899	HALL, THOMAS	\$40,209.00
9	HALLMAN, JUDITH FISHER	\$10,989.50
887	HALPRIN, JUSTIN	\$12,143.13
858	HAMMER, DARLINE R	\$5,148.58
859	HAMMER, DARLINE R	\$5,303.09
860	HAMMER, DARLINE R	\$10,744.71
867	HAMMER, DARLINE R	\$5,043.78
868	HAMMER, DARLINE R	\$5,307.67
251	HANDLEY, GEORGE G	\$122,414.36
2229	HANFORD, GAIL M	\$31,597.26
1810	HANRAHAN, PATRICK J	\$203,817.33
791	HANSEN, B DALE	\$105,609.11
790	HANSEN, B. DALE	\$26,389.15
792	HANSEN, B. DALE POD HANSEN, STANFORD P.	\$50,451.79
1619	HARP, HAROLD I	\$121,410.48
1451	HARRIETT T SAMS TRUST UA MAY 11, 1989	\$11,048.90
430	HARRIS, RALPH W	\$5,043.78
900	HARRISON, GLORIA	\$5,500.00
901	HARRISON, WILLIAM S	\$12,579.90
902	HARRISON, WILLIAM S	\$18,079.90
515	HARRY GILMOUR TTEE	\$5,000.00
2371	HART, RICHARD A	\$8,716.94
1659	HARTOPP, CYNTHIA M	\$5,293.43
1086	HARVEY, BRUCE	\$21,317.71
1729	HASENMAYER, DONALD I	\$25,507.30
64	HASLAM, BRENDA L	\$7,345.08
977	HATCH, ALBERT	\$20,150.15
1444	HAWKINS, RICHARD	\$6,033.80
1611	HAYLEY R SCHULTZ IRREVOCABLE TRUST	\$22,471.08
1760	HECK, MILDRED S	\$80,778.38
2189	HEGERICH, GRACE C	\$133,652.99
1341	HEIDLER, JAMES H	\$10,767.85
1382	HEIM, FLOYD	\$176,585.82
549	HEINZ, CYNTHIA	\$43,561.13

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
2903	HEIST, GLORIA M	\$5,571.97
2902	HEIST, THERESA A	\$12,935.29
2190	HELMLINGER, FRIEDEL M	\$160,000.00
2192	HELMLINGER, JOSEPH	\$30,000.00
2020	HENRY C CHILCOTT, JR TRUST	\$36,199.51
1832	HEPLER, RAYMOND R	\$59,378.40
2456	HERB, JILL R	\$2,766.27
2041	HERRICK, JIM	\$10,000.00
2481	HERRMANN, BARBARA J	\$10,560.58
345	HESS, JEROME G	\$5,155.49
2394	HESS, R ERICH	\$339,196.16
1697	HETRICK, MARY L	\$238,906.55
1698	HETRICK, MARY L	\$93,986.35
1204	HEWITT, HILLARY L	\$17,198.47
612	HIECKE, WALTER	\$16,889.24
1636	HIGGINS, ANITA R	\$5,896.30
1637	HIGGINS, DONALD J	\$11,623.81
2001	HIGGINS, KEVIN B	\$30,000.00*
1843	HIGGINS, KEVIN C	\$49,454.91
2460	HIGGINS, LINDA M. OR	\$5,204.00
2322	HILTWINE, ELVA	\$16,338.74
2276	HILTY, JAMES W	\$38,154.94
1299	HINDMAN, GEORGE R	\$2,796.05
1277	HINDMAN, JEAN M	\$2,796.05
1572	HINSHILLWOOD, WILLIAM J	\$5,619.19
748	HITCHENS, THOMAS A	\$10,563.75
1744	HOFFMAN, DENNIS M	\$6,774.91
175	HOFFMAN, LAURA	\$115,272.00
1869	HOFFMAN, LAURA	\$16,522.59
1870	HOFFMAN, LAURA	\$21,441.37
1868	HOFFMAN, LAURA J	\$82,879.77
2558	HOLBROOK, DAVID	\$5,000.00
568	HOLLEY, ROYCE	\$48,722.49
1233	HOLLY HAVEN LLC	\$127,048.91
1463	HOLMES, JEAN L	\$13,379.93
933	HOLTZ, WILBUR J	\$53,503.26
1459	HOLY TRINITY BETHLEHEM PRES	\$6,401.02

Claim Number	Claimant Name	Asserted Claim Amount
	CHURCH	
20	HOOVER, SUSAN G	\$22,231.57
835	HOOVER, SUSAN G	\$23,346.99
2554	HOPF, GENYA	\$8,922.80
1011	HOPKINS, AGNES	\$35,000.00
1005	HOPKINS, DENNIS D	\$60,000.00
1898	HORAN, WILLIAM	\$30,124.88
1899	HORAN, WILLIAM	\$9,326.29
945	HORN, CLIFFORD C	\$75,304.66*
944	HORN, CLIFFORD C. POD HORN, GLORIA J.	\$75,304.66
988	HORNE, KENNETH D	\$28,311.86
652	HORWITZ, IRVING	\$29,000.00
1293	HOSIE, JOHN J	\$374,984.55
187	HOUGHTON, MILDRED P	\$30,184.16
737	HOWLETT, WILLIAM H	\$55,962.22
134	HOZLOCK, JEAN L & MALINAUSKAS, KATHY J	\$40,883.80
1030	HOZLOCK, JEAN L & MALINAUSKAS, KATHY J	\$41,180.58
864	HSUEH, CHIA Y	\$28,738.96*
1125	HUDAK JR, PETER OR HUDAK, LINDA E	\$25,000.00
1646	HUDAK, DOROTHY	\$9,483.50
215	HUDSON, WENDY	\$7,448.61
10	HUEY, KERRY	\$100,000.00
188	HUFFMAN, LAURA	\$115,272.00
886	HUGHES, DONALD	\$20,094.42
11	HUGHES, MERRITT E	\$152,819.80
2328	HULL, MARGARET D	\$12,152.00
178	HUMMEL, EMILY F	\$84,404.20
1471	HUNTER, KATHERINE M	\$10,680.26
1472	HUNTER, KATHERINE M	\$5,276.62
1498	HUNTER, KATHERINE M	\$5,276.62
1499	HUNTER, KATHERINE M	\$10,680.26
196	HURD, DAVID L OR HURD, KARLA J	\$180,808.06
987	HURWITZ, GERTRUDE	\$30,191.96
1871	HUSTON, CAROL E	\$159,998.77
1909	HUTCHINSON JR, MILTON T	\$13,077.72

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1908	HUTCHINSON, JANICE D	\$5,485.31
2150	HWA, STEVE	\$512.40
2465	HYER, ROBERT	\$18,009.09
994	HYLANDS, BLANCHE E	\$40,679.24
777	HYLANDS, DEBORAH A	\$21,844.78
124	IANNELLI, OLGA	\$9,771.56
711	IANNELLI, OLGA	\$9,771.56
712	IANNELLI, OLGA	\$9,771.56
2046	ICE, MURIEL M	\$5,006.04
1859	IN TRUST FOR GINNY LEE COYLE,	\$10,213.66
797	INC, DAVID L SCOTT	\$35,624.66
2392	INGLE, AMANDA	\$13,838.54
2391	INGLE, EDWARD	\$29,543.23
755	INTELISANO, PHILIP C	\$35,683.03
1568	INTERRANTE, ELAINE	\$16,764.90
1104	IRONS, SANDRA R	\$36,014.79
1105	IRONS, SANDRA R	\$9,509.48
1790	JABS, ROBERT	\$5,149.73
2268	JACKO, JOSEPH F	\$5,300.00*
747	JACKSON, HAROLD S	\$18,036.80
2584	JACLIN LLC	\$50,071.95
1892	JAMBRO, R D	\$23,734.48
467	JAMES F MILLER TRUSTEE	\$8,732.30
1531	JANICE TYLER-BAYLY REVOCABLE TRUST	\$29,004.65
1657	JANKOWSKI, RAYMOND J	\$6,190.74
297	JAQUAY, KATRINA	\$8,025.36
2888	JAQUAY, KATRINA	\$8,025.36
2246	JARCYNSKI, RUTH A	\$31,785.40
1992	JARKOWSKY, KLOTHILDA E	\$10,942.67
921	JARRETT, JANE E	\$24,580.86
922	JARRETT, NORMAN E	\$60,713.92
926	JARVIS, KELLY B	\$15,665.28
701	JAYNE DAHLGREN REV LIVING TRUST	\$10,399.36*
2366	JEAN A LUCKENBILL (KEITH MILLER (POA))	\$49,788.93
1010	JEFFERSON, JACOB B.	\$5,127.20
2397	JENET, CLAUDE Y	\$30,926.03

Claim Number	Claimant Name	Asserted Claim Amount
596	JENNESS, DELPHINE F	\$52,116.43
1512	JOHN F HUBLER OR ALICE HUBLER TTEES	\$18,328.79
965	JOHN F PARDELLA OR CAROLE M PARDELLA TTE	\$50,340.53
2007	JOHN J SENGLE TTEE	\$122,210.02
1727	JOHNSON, C. BRENT	\$6,182.78
1448	JOHNSON, GREGORY F	\$37,597.24
75	JOHNSON, JEAN F	\$10,389.65
1770	JOHNSON, JEAN F	\$10,480.62
108	JOHNSON, JOHN H & FRANCINA H	\$60,000.00
817	JOHNSON, KARL W	\$11,008.09
1123	JOHNSON, PHILLIP C L	\$50,433.41
1136	JOHNSON, PHILLIP C L	UNLIQUIDATED
812	JONES, EDWARD B	\$80,938.95
775	JONES, KATHLEEN K	\$16,797.42
2531	JONES, KERRY M	\$7,042.63
1661	JONES, MAE N	\$5,000.00*
1663	JONES, MAE N	\$5,000.00
1664	JONES, MAE N	\$20,000.00
1662	JONES, MAE N POD	\$10,000.00
1776	JOSEPH P BURNS TTEE	\$204,979.09
1438	JOYCE, GABRIELLE A	\$11,703.96
1439	JOYCE, KEVIN R	\$164,315.44
1437	JOYCE, MAUREEN A	\$10,280.18
1064	JRS AND ASSOCIATES RETIREMENT, L.C.	\$15,558.37
505	JUALL, DAVID J	\$10,418.08
848	KACZMARCZYK, JOSEPH JOHN	\$245,771.00
336	KALEMJIAN, CHARLES B	\$150,000.00
1156	KALMAN, EDWIN OR HYAMS, ELIZABETH H	\$85,079.41
1157	KALMAN, EDWIN OR HYAMS, WARREN	\$130,528.28
1355	KARL, MARION C	\$41,880.90
1350	KARL, ROBERT F	\$8,385.57
1351	KARL, ROBERT F	\$12,986.88
1352	KARL, ROBERT F	\$6,463.14
1353	KARL, ROBERT F	\$5,267.41

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1354	KARL, ROBERT F	\$55,705.17
1356	KARL, ROBERT F	\$991.64
1378	KARTERMAN, ETHEL I	\$9,805.16
1609	KASEY L SCHULTZ IRREVOCABLE TRUST	\$16,853.31
396	KATIECOR, INC.	\$5,376.16
1462	KAUFFMAN, ELAINE R	\$5,129.05
849	KAVANAUGH, JOHN J	\$51,198.54
235	KAZAN, DIANE A	\$5,015.69
690	KAZAN, DIANE A	\$5,015.69
236	KAZAN, LEON	\$25,176.76
683	KAZAN, LEON	\$25,176.76
1357	KEENAN, GLORIA C	\$22,586.98
1615	KELLEY, JOAN H	\$16,167.53
1861	KEMICK, AIMEE E	\$42,683.95
567	KEMPER, DORIS T	\$29,918.67
566	KEMPER, JOHN S	\$5,601.69
1571	KENNEDY, JAMES F	\$15,692.84
2358	KENNY, DOLORES T	\$11,931.88
1863	KERGIDES, SUSANNE	\$13,543.23
107	KERLY, EMMA L	\$5,449.37
587	KERLY, EMMA L	\$5,449.37
34	KERR, JOHN	\$45,858.17
35	KERR, JOHN	\$19,095.68
36	KERR, JOHN	\$20,295.51
37	KERR, VICTORIA	\$8,772.23
821	KEUERLEBER, PAUL H	\$75,000.00
2347	KEYSER, MELVIN L	\$50,000.00
1216	KHATIWALA, JAISAL J	\$182.97
1215	KHATIWALA, MANJULA NAVIN	\$1,469.89
1214	KHATIWALA, RAMESH R	\$1,560.64
328	KHOWASH, MILI	\$88,616.43
327	KHOWASH, PRADEEP K	\$11,003.49
1096	KIM, DONG S	\$101,023.00
2333	KIM, JOHN	\$8,011.63
651	KIM, SOON	\$62,957.27
529	KING, WILBERT A	\$13,647.89

Claim Number	Claimant Name	Asserted Claim Amount
528	KING, WILBERT A.	\$90,060.43
749	KINSEY, WILLIAM P.	UNLIQUIDATED
318	KINSLEY, DORIS B	\$11,074.54
925	KIRBY, HELEN	\$23,581.16
1850	KLEBANOFF, ABBE JOAN	\$11,891.71
232	KLEBANOFF, MELVA	\$11,438.63
2553	KLEBANOFF, MELVA	\$11,327.68
1098	KLEEMAN, RUTH	\$10,000.00*
2535	KLEINMAN, LEONARD I	\$21,106.48
1401	KLEINS, ELEANOR	\$13,576.74
773	KLIEGER, HELAINE M	\$336,051.71
1573	KLING, CHARLES	\$103,216.83
150	KLINGER, WILMA	\$20,305.04
871	KLINGER, WILMA	\$20,463.64
615	KNECHT, NATALIE R	\$53,076.90
364	KOCH, ERWIN W	\$24,211.13*
360	KOFFLER, ARTHUR	\$114,582.47
769	KOLB, WALTER R	\$5,000.00
847	KOLDYK, RINTJE J OR KOLDYK, MARGARET R	\$34,411.15
2065	KOLESZAR, LOUIS RICHARD	\$66,337.63
1092	KONDRATICK, JESSICA	\$435.30
1093	KONDRATICK, JOHN A	\$723.35
1324	KOPF, EILEEN	\$7,548.55
1325	KOPF, EILEEN	\$8,216.62
2212	KORNFELD, BERTRAM H	\$16,422.94
2151	KOSINSKI, GERRY C	\$26,120.14
1269	KOSMAHL JR., CARL F	\$37,079.89
2062	KOSMAHL, FELIX C	\$12,000.00
207	KOZICKI, DAVID J	\$6,150.13
1189	KOZICKI, DAVID J OR KOZICKI, VICKI J	\$6,150.13
2178	KRACK, BARBARA J	\$10,369.54
2111	KRAFT, ESTHER R	\$7,100.17
2116	KRAFT, ESTHER R	\$7,100.17
347	KRAFT, KATHLEEN M	\$11,287.15
346	KRAFT, LESTER J	\$179,552.20
123	KRAPCHO, WASIL	\$7,869.44

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
43	KRAUSE, BERENICE	\$6,121.31
44	KRAUSE, BERENICE	\$5,022.31
45	KRAUSE, BERENICE	\$5,231.82
46	KRAUSE, BERENICE	\$22,373.80
1047	KRAUSS, HOWARD K	\$13,367.71
1112	KRAUSS, HOWARD K	\$5,272.37
573	KRILL, JOHN	\$41,135.48
574	KRILL, JOHN	\$129,170.56
575	KRILL, JOHN	\$182,108.92
576	KRILL, JOHN	\$685.88
586	KRILL, JOHN	\$82,685.04
539	KRILL, ROBERT M	\$47,214.28
540	KRILL, ROBERT M	\$7,655.25
541	KRILL, ROBERT M	\$18,229.13
572	KRILL, ROBERT M	\$117.28
863	KROUSE, HELEN G	\$9,110.19
1170	KROUSE, NORA L	\$10,421.44
793	KRUTT, KENNETH	\$33,613.13
702	KUBACKI, JOSEPH J	\$51,862.68
703	KUBACKI, JOSEPH J	\$7,888.20
2473	KUHNS, PAUL J	\$11,000.00
2245	KURTZ, JUNE	\$31,370.75
751	KUTSUBOS SR., NICHOLAS J	\$5,185.54
1759	LA CASSE, J T	\$6,232.68
676	LA FRANCE, FRANCIS M	\$14,155.97
675	LA FRANCE, JOHN M	\$6,707.40
2504	LA ROCCA, ALBERT V	\$44,136.25
149	LACHMAN, MICHAEL	\$21,007.07
1556	LACKTIS, DORIS M	\$15,123.74
1693	LAMBERT, QUENTIN	\$6,603.62
1466	LANDES, WILLIAM A	\$10,044.97
1078	LANDI, ANTHONY	\$100,173.33
1743	LANE, ROSA	\$25,742.87
661	LANS, ADREAN	\$5,000.00
1018	LANSDALE SDA CHURCH	\$138.78
2431	LAPIS OPPORTUNITIES FUND I LP	\$976,496.60
610	LAPIS OPPORTUNITIES FUND II, LP	\$18,126.97

Claim Number	Claimant Name	Asserted Claim Amount
2577	LAQUAGLIA, BART	\$10,268.33
598	LARSEN, WILLIAM M	\$15,442.65
2225	LASNER, LINDA H	\$20,862.60*
2019	LATHAM, PAULA	UNLIQUIDATED
1610	LAUREN N SCHULTZ IRREVOCABLE TRUST	\$16,853.31
730	LAVAGE, EDWARD S	\$112,788.65
767	LAVENDER, MASON	\$6,374.00
1085	LAWLESS, CAROL P	\$66,987.52
1132	LEDDY, JOSEPH M	\$3,872.00
1528	LEE, EDAN S	\$10,000.00
1380	LEE, TAUN	\$10,090.04
62	LEFFERTS, ROBERT E	\$10,755.37
2162	LEFFERTS, ROBERT E	\$10,822.57
2194	LEHMAN MEMORIAL METHODIST CHURCH	\$8,735.30
403	LEHMAN, CARY L	\$5,000.00
822	LEHR, BETTY D	\$36,311.99
1494	LEIB, DEAN E	\$14,582.09
1291	LEILA LOIS FISHER REVOCABLE TRUST	\$100,000.00
1888	LEISEY, STEVEN P	\$5,575.07
15	LEITHEAD, ANDREW	\$25,272.72
2208	LEKITES III, WALTER	\$11,234.93
2209	LEKITES III, WALTER	\$11,049.30
2210	LEKITES III, WALTER	\$11,868.47
918	LELAND R VANCE LIVING TRUST	\$32,367.18
718	LEMBKE, GERALD M	\$12,700.41
1752	LEMIEUX, DAN	\$1,840.91
2172	LEMMON, BRUCE E	\$36,417.19
2173	LEMMON, KATHRYN L	\$28,927.35
1928	LENDER, JULIAN	\$798.65
1737	LENOIR, BESS H	\$22,852.53
1478	LEON J KROLAK TRUST	\$16,889.57
1009	LEONARD KORNSTEIN TRUST DTD JULY 6, 2006	\$10,046.39
653	LEONARD, EUGENE A	\$939.49
654	LEONARD, EUGENE A. OR LEONARD, JANET L.	\$20,000.00*

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1039	LEROY E. NEWLAND REVOCABLE TRUST	\$25,170.77
151	LESTER H & LUCILLE M LUDWIG REV LIV TR	\$84,133.34
490	LETO, LUIGI	\$20,000.00
491	LETO, LUIGI	\$20,000.00
875	LEVENGOD, MARION A	\$5,000.00
876	LEVENGOD, MARION A	\$5,000.00
877	LEVENGOD, MARION A	\$5,000.00
878	LEVENGOD, MARION A	\$5,000.00
2025	LEVIN, GUY FRANKLIN	\$5,990.60
2527	LEVITT, ASHLEY BROOKE	\$33,433.63
958	LEVY, MELVIN	\$29,203.11
1197	LICHTENSTEIN, ROSANNA	\$20,422.86
1282	LILLEY, ROSEMARY V	\$23,718.15
320	LIND, CLARENCE T	\$63,556.00
1331	LINDEMAN, BRUCE E	\$7,631.11
1330	LINDEMAN, DOLORES A	\$8,663.23
2279	LINFANTE, KATHLEEN H	\$15,859.09
1322	LINK, CHRISTINA L	\$5,247.34
1302	LINTON, EILEEN	\$15,000.00
2222	LIPARI, ALESANDRA	\$9,535.59
1910	LISOWSKI, JOHN	\$15,938.74
1927	LISOWSKI, STAN	\$24,897.59
1209	LISS, CLAIRE	\$21,281.03
1208	LISS, SIEGFRIED E	\$5,543.88
2107	LITTLE, MARJORIE	\$10,442.43
2108	LITTLE, MARJORIE	\$23,288.74
2109	LITTLE, MARJORIE	\$15,496.87
2145	LIUZZI, RALPH	\$448,643.82
2146	LIUZZI, RALPH	\$67,647.47
2143	LIUZZI, RICHARD	\$87,450.20
942	LO FURNO, ROBERT J	\$38,844.37
1890	LO, JOAN A	\$13,789.32
435	LOCKERMAN, ANDREA	\$11,212.04
436	LOCKERMAN, ANDREA	\$6,300.84
1398	LONG, RONALD T	\$46,172.59
1709	LOOKER, JOSEPH P	\$25,327.77

Claim Number	Claimant Name	Asserted Claim Amount
1146	LOPEZ, MARIA E	\$21,089.50
1147	LOPEZ, MARIA E	\$35,126.38
1148	LOPEZ, MARIA E	\$37,358.91
1149	LOPEZ, MARIA E	\$35,754.67
1150	LOPEZ, MARIA E	\$22,910.69
1151	LOPEZ, MARIA E	\$45,110.42
1152	LOPEZ-ANAYA, ARTURO	\$6,884.42
1153	LOPEZ-ANAYA, ARTURO	\$5,746.17
1154	LOPEZ-ANAYA, ARTURO	\$28,656.38
1328	LOPEZ-CASTRO JR, AMADEO OR	\$40,255.32
1255	LOPINSKY, JOHN T	\$21,414.06
200	LORRAINE D BAILEY-LIVING TRUST	\$28,344.26
1091	LOUGHERY, CHARLES OR LOUGHERY, SUSAN E	\$14,751.64
351	LOUX, HARVEY M	\$20,798.72
2103	LOWRIE, MARY LOUISE	\$15,131.34
2002	LOWRY, EVA S	\$104,032.04
2004	LOWRY, JOSEPH M	\$9,317.00
2022	LUDWIG, STEVEN L	\$6,842.71
408	LUND, MARIE	\$35,826.02
768	LUNDGREN, PAULINE A OR LUNDGREN, CHARLES	\$50,147.65
388	LUTZKO SR, WILLIAM J	\$6,497.44
401	LYONS, LILLIAN	\$8,437.73
7	LYONS, LILLIAN & LYONS, ROBERT F	\$8,437.73
402	LYONS, LILLIAN & LYONS, ROBERT F	\$8,437.73
1019	MAC BETH, ROBERT J	\$134,902.04
1192	MACHALLA, FRANK G	\$99,072.17
184	MACKES, CAROL N	\$21,180.50
2269	MACLEARIE, TIMOTHY P	\$5,126.22
2180	MACMILLAN, JOHN	\$195,386.59
1042	MACRIS, CHARLES N	\$20,000.00*
1103	MADISON, BLAKE	\$10,210.89
1917	MADONICK, ELAINE	\$13,569.83
63	MAGGI, RONALD L & MAGGI, KATHRYN L	\$5,027.21
708	MAGUIRE, LINDA M	\$20,525.71
709	MAGUIRE, NELSON E	\$30,685.65

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
523	MAHONCHAK, MICHAEL E	\$10,415.23
422	MAJKA, BONNIE J	\$16,136.12
428	MAJKA, DONALD J	\$7,938.79
662	MALAFRONTA, ELEANOR	\$10,000.00
1012	MALAGUTI, BRUNO V & MALAGUTI, DIANE	\$102,695.66
1013	MALAGUTI, BRUNO V & MALAGUTI, DIANE	\$1,904.24
2892	MALAGUTI, BRUNO V & MALAGUTI, DIANE	\$103,971.79
1109	MALASON, EILEEN D	\$14,130.60
2491	MALECKI, LEO W	\$28,276.15
1710	MALINICS, DEBRA M.	\$182,625.12
1607	MALLARI, MARIE FE	\$5,109.93
2226	MAMI, SAMUEL R	\$6,882.01
2459	MAN, KWOK K	\$1,500.00
220	MANCIL SR, JAMES W & MANCIL, VIRGINIA	\$60,000.00
1836	MANE, LINDA FACTOR	\$50,103.56
1837	MANE, LINDA FACTOR	\$20,108.83
2530	MANI, RAM	\$2,302.17
989	MANISCALCO, LOUIS N	\$43,687.93
990	MANISCALCO, LOUIS N	\$43,541.41
1361	MARADEL B SONNICHSEN TRUST	\$73,189.02
1696	MARANZ, HERBERT J OR HARRIS, MARLA J	\$51,427.58
1763	MARANZ, HERBERT J OR HARRIS, MARLA J	\$51,427.58
1774	MARANZ, HERBERT J OR HARRIS, MARLA J	\$51,427.58
1998	MARANZ, HERBERT J OR HARRIS, MARLA J	\$51,427.58
1695	MARANZ, HERBERT J OR MARANZ, RANDALL JAY	\$51,427.58
1762	MARANZ, HERBERT J OR MARANZ, RANDALL JAY	\$51,427.58
1775	MARANZ, HERBERT J OR MARANZ, RANDALL JAY	\$51,427.58

Claim Number	Claimant Name	Asserted Claim Amount
1999	MARANZ, HERBERT J OR MARANZ, RANDALL JAY	\$51,427.58
2068	MARBLE, EDNA T	\$17,318.13
338	MARCHESE, ROSE	\$10,000.00
1061	MARCONI, MARY THERESA	\$47,166.73
700	MARDERNESS, WILLIAM	\$1,108.79
733	MARDERNESS, WILLIAM	\$85,726.66
169	MARGARET C PATTON REVOCABLE TRUST	\$23,658.71
1476	MARGARET L KROLAK TRUSTEE	\$75,020.27
741	MARGAY FAMILY LIMITED PARTNERSHIP	\$5,235.63
1332	MARGERUM, JOAN M	\$65,054.87
891	MARGRAFF, CATHERINE	\$5,000.00*
2023	MARIE C CHILCOTT TRUST	\$20,872.40
1560	MARKWARD, CAROL	\$5,256.74
358	MARRON, MATTHEW E	\$17,691.07
1101	MARSA L. NEWLAND REVOCABLE LIVING TRUST	\$12,910.35
591	MARSHALL, RUTH E	\$43,295.30
1847	MARTHA M THORNTON REV TRUST	\$30,796.33*
601	MARTIN JR, HERBERT R	\$162,692.17
1508	MARTIN, CHARLES	\$38,691.55
914	MARUCCI, NICHOLAS J	\$30,763.19
786	MARY ASHMORE, TRUSTEE	\$5,965.94
1652	MARY L DEPIETRO TESTAMENTARY TRUST	\$44,342.00
983	MARY LOUISE MOELLER TRUSTEE OF THE MARY	\$15,501.09
1440	MARZARIO, DANIEL J	\$15,000.96
1644	MASAREK, HELEN G	\$64,092.47
1172	MASELLA, RONALD	\$6,190.74
1063	MATA, ELA I	\$13,993.54
1584	MATARESE, VITO A	\$11,967.50
322	MATTIA, MICHAEL	\$487,927.61
865	MATTUCH, DENNIS M	\$8,614.01
2895	MATTUCH, DENNIS M	\$8,702.16
866	MATTUCH, ELIZABETH J	\$13,567.85

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
2238	MATUSOW, ANNE S	\$22,030.18
593	MAURO, HAILEY A	\$6,477.46*
522	MAURO, MELODY	\$1,809.26
1694	MAYO, ALDEN S	\$109,974.99
1841	MAZO/LENDER PARTNERSHIP	\$769.02
1489	MC CANN, EILEEN P	\$72,592.85
1490	MC CANN, EILEEN P	\$8,884.21
1538	MC CLAY, ALBERT G	\$14,966.69
1537	MC CLAY, JESSIE E	\$23,083.96
787	MC DANIEL, ROBERT	\$50,248.62
1045	MC DONALD, SUE J	\$32,255.46
649	MC LEAN, LEWIS F, MC LEAN, ARLENE A	\$175,934.05
2154	MC MORAN, EDWARD J	\$24,955.96
2159	MCBRIDE, AMY	\$6,023.78
92	MCCLAY, ALBERT G	\$43,286.72
1539	MCCLAY, ALBERT G	\$28,320.02
93	MCCLAY, JESSIE E	\$23,083.96
1817	MCCLUSKEY, BRUCE	\$5,000.00
1818	MCCLUSKEY, BRUCE	\$5,000.00
1819	MCCLUSKEY, BRUCE	\$5,522.60
1820	MCCLUSKEY, BRUCE	\$5,522.60
1821	MCCLUSKEY, BRUCE	\$5,522.60
1822	MCCLUSKEY, BRUCE	\$8,075.16
1823	MCCLUSKEY, BRUCE	\$8,075.16
1824	MCCLUSKEY, BRUCE	\$8,075.16
1825	MCCLUSKEY, BRUCE	\$8,075.16
1914	MCCOLE, DENNIS J	\$6,850.75
1940	MCCOLE, ELIZABETH J	\$7,858.92
138	MCCOLE, HUGH H	\$30,000.00
1856	MCCOLE, HUGH H POD MCCOLE, BRUCE	\$30,114.00
219	MCCRAY, STUART	\$128,442.08
1958	MCFARLAND, OLGA M	\$380,607.44
1129	MCGLONE, M EILEEN	\$16,031.55
486	MCGOWAN, FRANK J	\$35,474.04
1133	MCGROARTY, JAMES	\$30,264.90
1212	MCKAY, RICHARD J	\$274,356.33

Claim Number	Claimant Name	Asserted Claim Amount
2364	MCKINLEY, BONNIE J	\$22,846.17
992	MCLANE, LORRAINE A	\$15,213.39
2181	MCLAVERTY, LEO J	\$94,188.00
2177	MCMAHON, HERBERT E	\$131,000.00
126	MCMILLAN, SCOTT R	\$12,472.26
816	MCMILLAN, SCOTT R	\$12,599.89
1244	MCMULLIN, ROBERT M	\$24,535.81
1220	MEADE, EDWARD J	\$41,622.48
1119	MECK, CARL F	\$7,004.00
94	MEINKEN, VALERIE	\$92,213.13*
2295	MELLOW, JOHN A	\$84,786.48
1164	MELTZER, BETTY J	\$17,962.12
2467	MENDIOLA, GREG	\$23,888.24
1925	MERLINI, ALICE A	\$7,140.69
2291	MEULEN, VIOLA G VAN DER	\$55,011.79
1939	MIAROWSKI, HELEN L	\$64,763.38
1807	MICALLEF, JOSEPH	\$16,223.70
679	MICHAEL R WHILDEN LIVING TRUST DTD 8/4/0	\$106,291.00
813	MICHAELS, KEVIN	\$15,000.00
1037	MICHAUD, DONNA J	\$7,898.71
2191	MICHTOM, JAY I	\$25,000.00
1423	MICKIE, RITA R	\$8,884.58
561	MICKLE, ROBERT A	\$18,936.16*
2463	MIDDLETON, HAROLD J	\$846.14
1525	MILES J BANK & ROCHELLE BANK TTEES	\$29,418.13
929	MILLER JR., WILSON W. & MILLER, JOAN	\$140,580.80
830	MILLER, JOEL	\$37,055.00
808	MILLER, JOSEPH	\$20,356.32
909	MILLER, RAY P	\$5,213.19
1201	MILLS, JAMES C	\$21,391.42
2148	MINTZ, GLORIA	\$8,122.59
2195	MISKO, CHRISTOPHER J	\$183,093.75
1094	MITCHELL, ANNABEL	\$3,216.87
2030	MITCHELL, JANE M	\$6,937.43
1389	MITCHELL, MARY B	\$242,396.86

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.



Claim Number	Claimant Name	Asserted Claim Amount
1095	MITCHELL, RICHARD	\$33,608.88
1732	MOCK, BETTY V	\$12,470.06
896	MOGENSEN, PETER J	\$10,000.00
1839	MONAGHAN, DAVID A	\$25.82
1145	MOND, THERESA	\$20,884.40
2345	MONDELL, EUGENE J	\$10,816.28
410	MONGE, CHRISTINE	\$200,443.48
1429	MONGE, CHRISTINE	\$200,337.78
1430	MONGE, CHRISTINE	\$100,274.59
1575	MONTAGUE, DAVID	\$62,111.54
2499	MONTAGUE, SANDRA A	\$9,335.52
1993	MONTRONE, EUGENE D	\$5,110.94
1994	MONTRONE, EUGENE D	\$13,712.62
1995	MONTRONE, EUGENE D	\$11,995.98
1996	MONTRONE, EUGENE D	\$12,347.52
1997	MONTRONE, EUGENE D	\$14,115.42
1862	MOORE, B JEAN	\$10,038.04
1285	MOORE, DEREK	\$137,849.73
1288	MOORE, ELLA R	\$10,844.46
1287	MOORE, GAVIN R	\$10,844.46
1286	MOORE, SOPHIA E	\$10,844.46
1289	MOORE, TREVOR J	\$10,844.46
418	MORAN JR, EDWARD F	\$100,792.90
1108	MORGAN J EVANS & CHARLYN EVANS	\$100,000.00
627	MOROZOV, DORA N	\$62,235.18
803	MORRIS, THOMAS J	\$14,802.48
824	MORSE, KENNETH G	\$5,000.00
1238	MORTENSEN FAMILY TRUST	\$252,509.27
1931	MOSKOWITZ, CLAIRE	\$10,000.00
1450	MOST, GEORGETTE M	\$196,224.79
1053	MOTTOLESE, A WILLIAM	\$70,000.00*
1877	MOULTON, LINDA A	\$10,466.52
1878	MOULTON, MILDRED H	\$7,739.03
2029	MOYER FAMILY TRUST	\$56,917.15
538	MOYER, CHARLES W	\$11,827.73
1174	MUFFLER, JOAN	\$5,287.30
389	MULLANE, ALDONA	\$21,398.64

Claim Number	Claimant Name	Asserted Claim Amount
850	MULLER, CHARLES	\$227,582.40
1453	MULLER, RALPH	\$68,090.00
2164	MURASKI, CAROL L	\$17,160.99
2165	MURASKI, CAROL L	\$11,056.33
1474	MURRAY, DOUGLAS B	\$98,397.12
1360	MURRAY, VERONICA E	\$44,606.23
551	MUSCO, VINCENT A	\$30,529.85
555	MUTSCHLER JR, ELLWOOD W.	\$49,455.44
378	MYRTLE L. ATHERTON TRUST U/A/D 5/29/81	\$5,000.00
1742	NAGUIB F DANIAL REVOCABLE LIVING TRUST	\$6,331.51
829	NALLY, DAVID OR	\$50,104.53
1943	NANCY GRAFRATH MILLER FAMILY TRUST	\$128,271.69*
802	NAPOLEON, JAMES D	\$8,071.35
2235	NASON, JEFFREY O	\$12,020.84
1834	NEDEROSTEK, CAROL P	\$43,902.07
982	NEDICK, WALTER	\$10,076.80
453	NEILL, CLARENCE W	\$30,005.67
677	NELSON, JANE SIDDONS	\$26,032.24
882	NESCO, RICHARD R	\$20,204.67
1434	NEUMAN, DIANE C	\$30,836.89
2429	NEUMEISTER, ARGYRO	\$31,120.97
2430	NEUMEISTER, ARGYRO	\$30,047.76
2409	NEUMEISTER, ARGYRO OR	\$27,537.66
1235	NEWTON HOLDINGS, LP	\$15,607.42
2517	NICHOLSON, EILEEN M	\$32,274.54
2516	NICHOLSON, JEANNE A	\$9,393.69
1803	NIELSEN, THERESA E	\$13,723.40
2193	NOCTON, BARBARA T	\$45,276.17
754	NORAT, ROSE GOMEZ	\$10,619.94
2564	NOSSBAUM, ANNELIESE AND	\$33,846.77
2563	NOSSBAUM, MARTIN	\$113,191.31
2043	NOWAK, YVONNE	\$9,052.65
1390	O'BOYLE, HUGH	\$76,281.39
794	O'BRIEN FAMILY REV INTERVIVOS TRST	\$141.04

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
290	O'BRIEN FAMILY REV INTERVIVOS TRUST	\$141.04
795	O'BRIEN FAMILY REVOCABLE INTERVIVOS	\$141.04
1314	O'CONNELL, MILDRED Z	\$32,105.14
216	O'CONNOR, JOHN & O'CONNOR, CAROL	\$42,212.41
1557	O'DONNELL, TERESA M	\$66,055.19
1185	OKAMOTO, ALLEN H	\$65,000.00
1184	OKAMOTO, YONE W	\$45,000.00
524	OKONIEWSKI LIVING TRUST DTD 9/11/06	\$190,419.12
2155	OLANIN, VINCENT A	\$67,994.00
938	OLIN, JAMES C	\$3,011.76
577	OLSZEWSKI, GARY CONRAD	\$11,768.53
569	OLSZEWSKI, THOMAS D	\$24,215.24
570	OLSZEWSKI, WANDA	\$16,487.57
571	OLSZEWSKI, ZBIGNIEW B	\$49,110.46
1079	O'NEILL, JOYCE VERKEST	\$9,402.49
2182	O'NEILL, MARY P	\$14,540.08
166	OPENSHAW, JOYCE J	\$50,511.67
2412	O'REILLY, CORA	\$9,599.99
1210	ORUCH, EDWARD	\$6,696.62
359	OSMAN, ANN	\$135,000.00
1195	OUNJIAN, CHRISTOPHER K	\$8,700.00
2170	OVELMAN, RAYMOND C	\$10,382.61
2171	OVELMAN, RAYMOND C	\$10,327.27
2445	OVIATT, WANE A	\$10,616.75
805	PADMALINGAM, RAJESWARY	\$22,165.04
1278	PALERMO, PATRICIA J	\$289,396.98
434	PALESE, JEAN C	\$20,762.49
2074	PALKO, JOHN M	\$27,618.04
1089	PALMER, RUTH M	\$5,417.21
2581	PALUSZEK, JOSEPH	\$20,058.00
14	PANGALDI, DANIEL J & PANGALDI, PATRICIA	\$61,893.42
603	PANGALDI, DANIEL J & PANGALDI, PATRICIA	\$61,907.40

Claim Number	Claimant Name	Asserted Claim Amount
1755	PANGANIBAN, DEAN	\$9,246.20
1757	PANGANIBAN, JESSICA	\$9,028.07
1949	PANZA, ANDREW	\$30,158.62
1950	PANZA, ANDREW	\$30,127.69
932	PAPPAS, TONY J	\$11,273.21
1258	PARAVICINI, HARRY	\$16,128.86
1259	PARAVICINI, HARRY	\$54,825.89
964	PARDELLA, JOHN F	\$20,311.53
1716	PARE', PAUL R	\$5,285.01
1400	PAREKH, BIPIN	\$7,919.50
2160	PARKER, PATRICIA F	\$20,708.52
2206	PARKER, SUZANNE	\$6,056.94
2320	PARSLEY, CASSANDRA SIERRA	\$12,170.66
2321	PARSLEY, KAELAN CREEDE	\$10,489.39
1455	PARSONS, EDILBERTO	\$5,321.30
1781	PAS, DEBORAH	\$138,623.76
237	PASTOR, JOHN B	\$21,736.66
1022	PASTORE, EDWARD A	\$115,000.00
2231	PATEL, SHIRISH H	\$8,895.23*
2230	PATEL, SHIRISH H POD PATEL, ROSHNI	\$9,528.83*
543	PATRIZIO, ROBERT J	\$163.45
2113	PATTERSON, NORMA	\$12,790.38
1495	PAUL, SARAH	\$61,885.25
1492	PAULI, DELIA	\$10,774.46
1491	PAULI, LIAM	\$5,366.76
2241	PAVELKA, ALEXANDER PAUL	\$28,471.11
2011	PAVELKA, PAUL C	\$13,089.31
76	PAYNE, CHARLOTTE S POD PAYNE, SUZANNE	\$40,000.00
940	PAYNE, CHARLOTTE S POD PAYNE, SUZANNE	\$21,005.00
1017	PEAK WINDOW AND DOOR COMPANY	\$6,418.70
765	PEARCE, LETTIE	\$6,191.13
1520	PEARL A ERB & LIESELOTTE ERB TTEES	\$58,465.06
1521	PEARL A ERB & LIESELOTTE ERB, TTEES	\$42,165.99
1522	PEARL A ERB & LIESELOTTE ERB,	\$42,398.02

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
	TTEES	
1523	PEARL A ERB & LIESELOTTE ERB, TTEES	\$38,454.58
1524	PEARL A ERB & LIESELOTTE ERB, TTEES	\$42,241.30
1889	PELLEGRINO, FRANK J	\$43,361.15
1730	PENDHARKAR, C M	\$12,260.82
694	PENNINGTON, BOBBY J	\$48,481.65
600	PERALTA JR., BERNARDO S	\$22,000.00
599	PERALTA, CONSUELO S	\$182,902.93
2367	PERILLI, MARISA	\$9,470.91
2379	PERMSAP, ANGKANA	\$17,481.14
1541	PERO, MARY	\$49,975.81
1576	PERO, WAYNE	\$100,644.08
1578	PERRIGO, TODD F	\$7,000.00
2490	PETERS, ALFRED J	UNLIQUIDATED
2303	PETERS, JANE S	\$7,869.91
756	PETERSEN, DOUGLAS C	\$12,787.98
763	PETERSEN, DOUGLAS C	\$10,092.52
772	PETERSEN, DOUGLAS C	\$10,090.04
2069	PETHERBRIDGE SR, JEFFREY S &	\$7,020.68
2070	PETHERBRIDGE, PATRICIA A	\$32,705.24
1851	PETNER, THERESA M	\$21,768.20
2187	PETRILLO, JOHN A	\$24,317.81
2188	PETRILLO, JOHN A	\$34,127.69
2308	PETRIS, ELIZABETH M	\$92,585.00
2307	PETRIS, WILLIAM J	\$95,097.00
688	PETRUN III, ANDREW J	\$21,346.08
779	PETRUSKA, DORIS	\$23,488.95
780	PETRUSKA, DORIS	\$5,794.36
781	PETRUSKA, DORIS	\$36,098.33
764	PFEIFFER, ERNEST A	\$10,595.71
881	PFLEIGER, J GORDON	\$13,051.66
456	PFLIEGER, DONALD E	\$5,340.60
544	PHILLION, DAVID J	\$46,495.52
545	PHILLION, DAVID J	\$360,086.26
623	PHIPPS, L. STERLING	\$12,425.08
213	PICKUP, KATHRYN T & HARRY C	\$25,685.00

Claim Number	Claimant Name	Asserted Claim Amount
504	PICKUP, KATHRYN T & HARRY C	\$25,685.00
2067	PIERCE, GRACE R	\$476,279.89
168	PIERCE, GREGORY C	\$31,092.39
104	PIERCE, JOHN S (CUST) FOR PIERCE, EMMA K	\$5,312.73
171	PIERCE, JOHN S (CUST) FOR PIERCE, IAN J	\$5,404.85
978	PIKE CREEK ANIMAL HOSPITAL 401K	\$8,478.09
132	PILLING, THOMAS J	\$7,000.00
846	PIMENTEL, ALBERT T	\$10,445.54
354	PIPER, WILLIAM R	\$31,757.67
239	PIPPEL, DOROTHY M	\$39,140.66
814	PITT, CATHERINE B	\$27,528.89
74	PLOUNG, ROBERT E	\$10,475.93
1769	PLOUNG, ROBERT E	\$10,560.33
1250	PODBIELSKI, EDWARD	\$154,530.04
597	PODEWILL, DONALD	\$60,000.00
2044	POLICARPIO, NATY P	\$27,344.97
2045	POLICARPIO, NATY P	\$33,917.02
471	POLLACK, DAVID	\$50,333.82
1300	POLLOCK, BRUCE	\$8,448.34
1179	POMPA, LEONARD	\$63,377.64
2278	POMPA, LORAIN M	\$107,500.00
363	POPOLOW, HARRY N	\$25,416.27
1985	PORDES, BARBARA K	\$8,481.29
1986	PORDES, CURTIS M	\$11,157.04
1983	PORDES, MARIAN	\$46,133.03
1984	PORDES, MARIAN	\$11,157.04
1904	POSHKUS, RAYMOND C	\$26,088.71
1041	PRABHALA, VENKATA S	\$16,136.00
1231	PRESS, ELENA M	\$3,021.78
1232	PRESS, ERIC	\$4,040.93
2351	PRINCE, DUDLEY G	\$5,183.22
705	PRISCO, CHRISTINA	\$5,000.00
753	PRISCO, CHRISTINA	\$5,000.00
454	PROCACCI, LAURETTA	\$11,122.17
375	PROFESSIONAL PERSONNEL	\$7,500.00
374	PROFESSIONAL PERSONNEL &	\$323.59

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
	MANAGEMENT CORP	
332	PRUNER, JEFFREY C	\$7,909.95
1745	PRYJOMSKI, JOHN G	\$29,446.21
2552	PSIODA, BARBARA A	\$6,559.73
1548	PSIODA, RICHARD A	\$35,386.63
1617	PUCHEK, PETER A	\$17,429.80
2224	PUMHIRUN, DARAWAN	\$21,124.34
687	PUNTEL, RICHARD E	\$26,377.85
1876	PURFIELD, CAROL A	\$21,183.96
335	QUATTRO, ARTHUR J	\$156,209.96
897	QUINONES, CARLOS J	\$15,990.75
1346	R ENG TRUST, ROSE ENG TTEE	\$44,056.55
1256	R.D. JAMBRO M.D. PENSION TRUST	\$241,063.02
1008	RABINOWITZ, ROBERT	\$5,265.81
2404	RACHEL R BOLLES TTEE	\$275,000.00
1276	RAHI, PATRICIA P	\$8,224.44
1102	RAHM, CATHERINE C	\$5,247.34
2483	RAIA, THOMAS	\$8,845.00
361	RALPH F MCGRATH & RUTH S MCGRATH LIV TR	\$21,022.54
362	RALPH F MCGRATH & RUTH S MCGRATH LIV TR	\$21,985.54
1379	RALPH H NYMAN TTEE	\$21,509.38
502	RAMIREZ, BIRGIT JOHANSSON	\$32,840.41
309	RAMSDALL, BRUCE	\$45,525.66
1142	RAO, V.N. PADMANABHA	\$31,644.76
1024	RAO, VISWESWARI P	\$10,553.24
834	RAPP, DORIS M	\$51,210.73
841	RAPP, DORIS M	\$19,070.13
836	RAPP, H. STUART	\$30,253.46
919	RAPP, H. STUART	\$56,545.75
452	RATHJE, RONALD H	\$20,000.00
639	RATHOD, CHANDRAKANT	\$11,756.87
644	RATHOD, KOKILA	\$13,964.05
645	RATHOD, KOKILA	\$54,442.08
88	RATHOD, KOKILA & RATHOD, CHANDRAKANT N	\$44,077.91
642	RATHOD, KOKILA & RATHOD,	\$54,442.08

Claim Number	Claimant Name	Asserted Claim Amount
	CHANDRAKANT N	
86	RATHOD, KOKILA C & RATHOD, CHANDRAKANT	\$10,053.30*
643	RATHOD, KOKILA C & RATHOD, CHANDRAKANT	\$13,964.05
84	RATHOD, KOKILA CHANDRAKANT	\$12,029.60*
646	RATHOD, KOKILA CHANDRAKANT	\$13,964.05
640	RATHOD, PRIYANKA	\$14,108.00
85	RATHOD, PRIYANKA (MINOR CHILD)	\$11,890.32*
641	RATHOD, PRIYANKA (MINOR CHILD)	\$14,108.00
638	RATHOD, SITARA	\$10,629.35
89	RATHOD, SITARA (MINOR)	\$7,823.30
90	RATHOD, SITARA (MINOR)	\$7,054.55
91	RATHOD, SITARA (MINOR)	\$8,571.64
636	RATHOD, SITARA (MINOR)	\$8,845.07
1589	RAUCH, HILDEGARD F	\$5,000.00
1590	RAUCH, HILDEGARD F POD RAUCH, JOSEPH L	\$5,000.00
1121	RAUCHLE, CAROLE L	\$10,340.99
2223	RAYL, PAMELA A	\$3,257.11
855	READ, JOANNE M	\$35,000.00
1411	RECK, DONNA V	\$307,389.48
1412	RECK, DONNA V	\$103,684.87
1415	RECK, DONNA V	\$216,077.29
1413	RECK, DONNA V OR RECK, DAVID M	\$268.38
1414	RECK, DONNA V OR RECK, MATTHEW L	\$965.42
475	REED, MARILYN	\$8,818.08
1445	REED, RANDALL S	\$1,423.94
1707	REEDY, MARJORIE C	\$50,184.10
352	REETZ JR., FERDINAND	\$18,000.00
1443	REGAL INSURANCE AGENCY	\$218,048.28*
385	REICH, JAMES E	\$105,820.93
2487	REICHARD, ROBERT	\$37,365.86
1792	REICHENBACH, BEVERLY A	\$10,061.39
1941	REICHMANN, RICHARD H	\$43,584.83
1261	REILLY, JOHN T	\$5,060.00
2063	REILLY, ROBIN J	\$21,661.12
1211	REILLY, SHARON C	\$8,765.71

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
663	RENZ, JOHN A	\$11,010.94
1167	RETTINGER, EDWARD C	\$47,576.77
1168	RETTINGER, EDWARD C	\$3,966.04
133	REV LIV TRUST LEONARD S & JEAN L HOZLOCK	\$135,475.40
1031	REV LIV TRUST LEONARD S & JEAN L HOZLOCK	\$6,776.73
1032	REV LIV TRUST LEONARD S & JEAN L HOZLOCK	\$25,111.42
1033	REV LIV TRUST LEONARD S & JEAN L HOZLOCK	\$33,599.26
1034	REV LIV TRUST LEONARD S & JEAN L HOZLOCK	\$38,381.34
1035	REV LIV TRUST LEONARD S & JEAN L HOZLOCK	\$24,837.44
1036	REV LIV TRUST LEONARD S & JEAN L HOZLOCK	\$7,920.34
699	REV TR OF PAUL S & BETTY L DURMAN TTEE	\$16,103.48
1131	REVAK, FRANK J AND REVAK, FLORENCE M	\$56,907.88
2052	REVAK, MELANIE	\$10,353.79
947	REVOCABLE TR CAROL B LOVETT U/A 1-31-01	\$7,261.34
742	RHONE, JAMES E	\$24,962.63
1912	RICCIARDI, JOYCE M	\$17,946.12
913	RICE, MILTON J	\$33,352.59
1773	RICH, BETTY E, STEIN, AMBER,	\$18,000.00
1603	RICHARD A LAVENDER TRUST	\$14,000.00
470	RICHARDSON, JOHN P	\$8,395.35
1336	RIEBER, WILLIAM	\$104,185.88
1126	RIFFKIN, SELMA E	\$10,000.00
1552	RINKO, THERESA A	\$10,001.98
417	RIPP, DORA	\$19,249.71
1183	ROBBINS, DAVID	\$14,698.00
1971	ROBERT T SCOTT EXECUTOR	\$5,000.00
1972	ROBERT T SCOTT EXECUTOR	\$5,000.00
1973	ROBERT T SCOTT EXECUTOR	\$5,000.00

Claim Number	Claimant Name	Asserted Claim Amount
1974	ROBERT T SCOTT EXECUTOR	\$5,000.00
1975	ROBERT T SCOTT EXECUTOR	\$5,000.00
1976	ROBERT T SCOTT EXECUTOR	\$10,000.00
1230	ROBERT W MORITZ LIVING TRUST	\$80,000.00
399	ROBICHAUD, CAROLE W	\$7,943.11
630	ROBINSON, GARY C	\$15,093.67
2393	ROBINSON, RICHARD J	\$294.22
1591	ROBSON, KRISTIE A	\$52,255.48
1640	ROEDEL, STEPHEN F	\$9,490.42
2557	ROMIG, JENNIFER JOHN	\$22,945.70
2363	ROMOLINI, JOHN A	\$70,477.17
449	ROSARIO, WILLIAM	\$5,236.46
1275	ROSCHE, DOROTHY	\$186,875.97
1638	ROSE, JOHN R	\$12,112.03
371	ROSEN, GEORGE	\$250,631.24
1873	ROSENBERG, HAROLD J	\$10,500.00
1069	ROSENGARTEN, GLORIA	\$37,224.85
2411	ROSENTHAL, MARTIN H OR ROSENTHAL, MARILY	\$50,035.46
2185	ROSSANESE, ANNAMARIE	\$90,603.10
2186	ROSSANESE, ANNAMARIE	\$90,603.10
1236	ROVERE, PASQUALE	\$91,042.06
233	ROWE, GARY L	\$39,321.46
95	ROWE, GORDON	\$10,408.00
147	ROWE, GORDON	\$10,410.23
2551	RUBINO, SALVATORE J	\$11,199.36
114	RUBINSTEIN, EFFIE	\$842,258.68*
228	RUBINSTEIN, EFFIE	\$844,432.99
1111	RUCKER, DANIELLE CARLA MARIA	\$21,865.34
991	RUDI, FYODOR	\$18,100.40
1479	RUDY, GEORGE J	\$137,376.41
724	RUGER, JOAN E	\$16,568.89
725	RUGER, LUDWIG A	\$12,252.11
726	RUGER, LUDWIG A	\$12,534.41
727	RUGER, LUDWIG A	\$11,664.00
1066	RUGGLES, BRIAN T	\$21,182.33
1551	RULE, JENNIE	\$9,609.74

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1643	RUSSELL, JANE W	\$20,100.40
1480	RUSSO, JENNIE M	\$5,001.69
1481	RUSSO, JENNIE M	\$6,000.00
1482	RUSSO, JENNIE M	\$10,000.00
1483	RUSSO, JENNIE M	\$5,001.47
1485	RUSSO, JENNIE M	\$5,001.47
1484	RUSSO, JENNIE M POD RUSSO, MICHAEL A	\$10,000.00
899	RUTH E QUINONES REVOCABLE TRUST	\$15,095.98
995	RUTTER, MARIE	\$100,000.00*
1113	RUTTER, MARIE	\$100,000.00*
1797	RYCEK, CAROL A	\$5,279.22
1798	RYCEK, JOSEPH J	\$5,202.76
1799	RYCEK, JOSEPH J	\$6,173.76
1800	RYCEK, JOSEPH J	\$7,832.59
1801	RYCEK, JOSEPH J	\$6,029.70
1173	RYCHLAK, RAYMOND J	\$5,240.31
1629	RYS, JACQUELINE A	\$165,659.34
1628	RYS, ROBERT	\$60,026.50
1567	SACHER, MARILYN S	\$7,648.32
1570	SACHER, MARILYN S	\$8,360.29
1900	SADASHIGE, CHARLOTTE A	\$13,555.88
548	SADASHIGE, MITSUE	\$34,188.57
924	SAGE, GREG	\$52,042.52
468	SAIA, CARMELLA	\$5,526.13
609	SAILOR, IRWIN H	\$69,375.18
1796	SALEM CEMETARY ASSN	\$7,747.87
1804	SALTIEL, ETHEL M	\$8,916.07
1963	SAMSEL, PATRICIA D	\$11,046.07
1842	SAMUEL TUCKER, TRUSTEE	\$81,375.16
181	SAMUELS, JAMES E	\$9,444.49
731	SANCHEZ, JESUS	\$15,104.00
732	SANCHEZ, JESUS	\$15,104.00
851	SANDALL, THEODORE J	\$5,002.11
735	SANDBERG, JEANNE	\$10,262.86
734	SANDBERG, MARTIN I	\$88,355.45
1926	SANDERS, MARY ANN	\$63,806.18

Claim Number	Claimant Name	Asserted Claim Amount
1846	SANDS, LEE H	\$12,262.45
620	SANTONE, JOHN J	\$13,112.12
414	SANTUCCI, EVELYN W	\$50,430.80
1425	SAPSOWITZ FAMILY TRUST	\$201,860.54
1124	SARDO & SONS WAREHOUSING INC.	\$56.65
695	SARDO, JOSEPH N	\$26,500.00
1475	SATISH K BHATNAGAR	\$139,141.48
1614	SAUL, BEVERLY K	\$17,898.74
1613	SAUL, MARK C	\$20,089.68
2458	SAURMAN, MARY ANN	\$10,000.00
537	SAVINI, STEVEN A	\$30,000.00
1283	SAVNIK, GERARD R	\$168.61
2078	SAWICKI LIVING TRUST	\$140,415.88
2105	SAWICKI, JANET A	\$18,985.47
2106	SAWICKI, JOHN J	\$18,985.47
2079	SAWICKI, RAYMOND R	\$52,698.43
1587	SCALAMONI JR, PETER	UNLIQUIDATED
668	SCHALLER, MARK T	\$37,912.37
956	SCHEIB, MICHAEL P	\$5,273.68
957	SCHEIB, MICHAEL P	\$42,071.81
2147	SHELL, ERNEST H	\$7,959.51
217	SHELLHARDT, WILLIAM G	\$30,433.79
59	SCHILL, HANNE-LORE	\$43,681.81
592	SCHIPANI, COSTANDINO J	\$19,725.63
483	SCHMID, JUDITH STANDKE	\$16,332.63
484	SCHMID, JUDITH STANDKE	\$46,567.74
466	SCHMID, WILLIAM C	\$13,050.73
558	SCHNABEL, HAROLD B	\$69,415.93*
302	SCHNABEL, HAROLD B OR	\$69,415.93
559	SCHNABEL, HAROLD B OR SYLVA DARLENE	\$69,415.93
659	SCHNAPP TTEE, NETTIE J	\$99,381.90
832	SCHNEID, HERMAN POD SCHNEID, EDWARD L.	\$46.81
1569	SCHNEIDER, EILEEN	\$14,604.05
1558	SCHNEIDER, ETHEL M	\$10,593.38
1458	SCHREINER, CEINWEN A	\$34,110.44
1624	SCHULTZ, PAUL D	\$10,447.87

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
2450	SCHUMACHER, SUE F	\$10,000.00
2451	SCHUMACHER, SUE F	\$10,000.00
2353	SCHWALM, BERNADETTE E	\$2,093.59
1015	SCHWANER, WILLIAM J	\$181,306.66
1532	SEGAL, SARA	\$91,359.00
1544	SEGAL, SARA	\$25,226.00
1545	SEGAL, SARA	\$69,442.32
684	SEIBERLICH, KATHLEEN D	\$5,319.13
889	SEIDEL, JEAN M	\$10,347.91
893	SEIDEL, RICHARD F	\$27,022.56
1741	SEIFERT, DONALD P	\$43,566.99
1186	SEKLEY LIVING TRUST DTD 06/27/00	\$10,000.00
1187	SEKLEY, FRED J	\$15,000.00
208	SENA, CARLOS A	\$1,999.53
173	SENNICO, VINCENT	\$12,972.00
844	SENNICO, VINCENT A	\$13,309.59
693	SEVY, TOMMY L	\$82,136.14
594	SHAH, SMITA	\$19,369.89
525	SHANKLE, LINDA D	\$18,089.66
1577	SHARP, JOHN C	\$151.97
1407	SHEEHAN FAMILY TRUST	\$58,508.31
512	SHEFSKY, BARRY	\$19,919.25
514	SHEFSKY, ERICA	\$19,436.54
513	SHEFSKY, JESSICA ROSE	\$19,436.54
83	SHEHAN, RICHARD	\$25,000.00
329	SHEMIN, HILARY	\$10,000.00
1377	SHEPHERD, PEARL	\$7,355.97
1833	SHETZ, HELEN G	\$32,269.94
2035	SHINDER, NAOMI	\$62,828.91
2385	SHIRLEY PESSES TRUSTEE	\$10,000.00
1599	SHOFFLER, CALVIN E	\$21,822.97
1724	SHOGREN, DONALD J	\$1,617.66
2267	SHOPE, JOAN B	\$8,181.50
1226	SHOR, LARRY M	\$8,000.00
1227	SHOR, LARRY M	\$8,000.00
1074	SHREVE, LINDA JANE	\$45,188.05
1217	SHRI SAI HOSPITALITY LLC	\$377.39

Claim Number	Claimant Name	Asserted Claim Amount
801	SHROYER, CHRISTIANA A.	\$25,000.00
2072	SIBILIA, FLORENCE M	\$402,920.85
1335	SIDES, AKEELAH I	\$54,674.18
1952	SIEG, HARRY H	\$88,149.59
1951	SIEG, MARTHA L	\$125,844.20
1989	SIEGAL, JAMIE S	\$10,865.22
1988	SIEGAL, JAMIE S POD SIEGAL, SCOTT D	\$16,615.32
1059	SIEGELL, BARBARA C	\$9,164.80*
823	SIGEL, NISSIE	\$51,482.00
874	SILVA, EDWARD F	\$5,308.82
743	SILVER, MORTON M	\$15,000.00
975	SIMON, JAMES F	\$18,142.76
212	SIMON, VOLKER	\$52,573.22
225	SIMON, VOLKER	\$52,573.22
1083	SIMON, VOLKER	\$20,783.94
1084	SIMON, VOLKER	\$10,568.24
499	SIROTA, MERRICK	\$10,000.00
1945	SKAGGS LIVING TRUST DTD 4/1/99	\$48,605.35
770	SKREDE, GORDON	\$10,583.00
2528	SLAAEN, WINNIE	\$16,757.33
2272	SLEEVA, ETHEL	\$865.80
2275	SLEEVA, ETHEL	\$79,028.27
307	SLIWA, HELEN	\$289,373.26
316	SLIWA, HELEN	\$289,373.26
2273	SLIWA, HELEN	\$272,393.38
2274	SLIWA, HELEN	\$16,973.70
2270	SLIWA, MARIA	\$13,386.72
2271	SLIWA, MARIA	\$453,542.96
2152	SLOYER, ROBERTA K	\$30,235.90
1977	SLOYER, TRACY A	\$31,915.58
1654	SMALLWOOD, HARVEY A	\$53,177.41
1381	SMITH JR, THOMAS A	\$115,167.54
1751	SMITH, ALBERT G	\$76,004.82
1875	SMITH, BECKY C	\$21,500.00
2542	SMITH, CONSTANCE	\$19,988.75
2403	SMITH, EDWARD J	\$90,250.72

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
2402	SMITH, EDWARD J POD SMITH, NOWELL	\$73,843.73
2237	SMITH, EMILIA G OR SMITH, PATRICIA A	\$15,147.98
1117	SMITH, ERIC J	\$49,159.87
1364	SMITH, HELEN H	\$5,667.02
1365	SMITH, HELEN H	\$5,948.55
1366	SMITH, HELEN H	\$12,799.02
1367	SMITH, HELEN H	\$10,801.10
1368	SMITH, HELEN H	\$5,578.00
1369	SMITH, HELEN H	\$5,000.00
1468	SMITH, J PAUL	\$29,766.52
776	SMITH, JEFFREY A	\$87,420.92
1469	SMITH, JOHANNA	\$58,763.23
1470	SMITH, JOHANNA	\$53,842.62
1207	SMITH, KENNETH J	\$3,443.67
1879	SMITH, LETTICIA R POD SMITH JR, THOMAS W	\$5,042.93
1559	SMITH, MARIE L	\$18,372.19
2555	SMITH, MELVIN G	\$160,780.01
344	SMITH, MICHAEL J	\$10,696.74
2085	SMITH, THERESA HILL	\$9,272.84
2359	SMITH, THERESA HILL	\$9,272.84
1865	SMITH, WILLIE C	\$325,000.00
1867	SMITH, WILLIE C POD SMITH, BECKY C	\$325,000.00
1866	SMITH, WILLIE POD SMITH, BECKY C	\$325,000.00
619	SMOLINS, STUART I	\$50,000.00
1337	SMOTER, ALBERT A	\$5,005.36
1338	SMOTER, ALBERT A	\$10,244.03
400	SNYDER, DONALD C	\$30,172.85
689	SNYDER, LAWRENCE H	\$60,000.00
778	SNYDERMAN, SPENCER	\$70,127.81*
1550	SODUL, JOHN	\$9,584.45
2102	SODUL, JOSEPH J	\$3,762.44
2449	SORENSEN, ERIC	\$27,000.00
1306	SPACHT, RUTH Y	\$5,003.35
1626	SPATARO, JOSEPH	\$74,226.08
1938	SPATARO, KAREN A	\$10,486.60

Claim Number	Claimant Name	Asserted Claim Amount
2492	SPATARO, MICHAEL	\$59,735.10
1937	SPATARO, MICHAEL A	\$8,442.01
1625	SPATARO, NORMA A	\$44,400.19
1224	SPECTOR, JANICE	\$138,614.63
180	SPICER, JACQUELINE E	\$43,658.05
1738	SPICKERMAN, JOHN H OR	\$41,253.59
2466	SROKA, PHILIP J	\$10,967.54
2495	STAAS, BETTY J	\$9,477.16
2526	STAAS, BETTY J	\$8,722.82
496	STAAS, LYNNE P	\$12,117.97
494	STAAS, LYNNE P.	\$10,325.20
495	STAAS, WILLIAM H	\$8,716.98
589	STAAS, WILLIAM H	\$9,629.56
799	STAKER, CHARLES R	\$55,672.29
1487	STALLONE, ALBERT B	\$11,515.20
1488	STALLONE, ALBERT B OR	\$5,319.13
2360	STAND BY SYSTEMS II INC	\$2,642.94
710	STANDKE, BARBARA LYNN	\$23,896.12
1076	STANLY F FRANKLIN TRUST	\$35,000.00
1065	STAPLES, JONATHON R	\$10,312.76
1274	STARMER, MARGARET J	\$110,996.26
1410	STARZETSKI, JOHN J	\$27,214.66
119	STEAD, LILLIAN JO	\$300,446.14
139	STEAD, LILLIAN JO	\$300,446.14
140	STEAD, LILLIAN JO	\$300,446.14
424	STEAD, LILLIAN JO	\$300,446.14
416	STEBBINS, IRMGARD N	\$14,626.97
1651	STEIN, JACK	\$8,071.46
2040	STELLA, BARBARA A	\$15,840.98
980	STELLA, REGINA	\$104,420.31
1747	STENCE, MONTE L	\$16,000.60
1391	STERLING, DOROTHY J	\$15,000.00*
253	STETZ, LOIS M OR MATTHEWS JR, WILLIAM H	\$56,103.84
240	STETZ, LOIS M OR MATTHEWS, LISA A	\$9,531.22
2149	STEVE HWA, CUSTODIAN FOR AUSTIN J. HWA	\$272.70
461	STIELY, ALAN R	\$806.88

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.



Claim Number	Claimant Name	Asserted Claim Amount
1345	STILLMAN FAMILY DECLARATION OF TRUST	\$250,726.00
487	STINE, CHESTER	\$5,539.93
2167	STOCKL, PAMELA J	\$7,680.38
2157	STOCKL, PAMELA J POD	\$33,065.94
2464	STODDARD, ANTOINETTE V	\$144,035.09
2489	STOKER, BRADLEY L	\$6,400.64
373	STOKES, JOHN C	\$11,123.57
488	STONE JR., WILLIAM R	\$5,402.15
2432	STONEHILL MASTER FUND LTD.	\$2,450,857.56
2236	STOREY, MARY	\$11,882.10
2247	STOREY, MARY	\$10,516.76
1135	STOTZ, JONATHAN H	\$15,000.00
1002	STRAMA, RICHARD	\$30,928.90
1003	STRAMA, RICHARD	\$30,928.90
1736	STRATI, DAVID P	\$6,349.71
1881	STRIPO, JOSEPH W	\$1,887.99
1473	STROUSE, FRANK	\$33,534.44
507	STUDENT, REGINA G OR STUDENT, MATTHEW F	\$87,452.96
67	SUDOFISKY, SANDRA S	\$35,801.83
879	SUDOFISKY, SANDRA S	\$35,801.83
2354	SUECK, JEFFREY E	\$60,171.92
97	SULEMAN, JAIBUL N	\$7,570.00
337	SULEMAN, JAIBUL N	\$7,632.32
517	SULKOWSKI, LOGAN	\$70,240.34
2169	SULLIVAN, MICHAEL T	\$25,000.00
553	SULLIVAN, RICHARD R	\$11,865.90
552	SULLIVAN, RICHARD R. OR	\$15,970.02
2417	SUPPLEE, NICK T	\$10,786.10
1705	SUPPLEE, OSCAR D	\$17,931.62
2455	SWAIN, HOWARD A	\$44,132.60
2546	SWAN, ROBERT H	\$129,749.72
1321	SWANTEK, LEONARD R	\$37,948.94
2036	SWEIGART, JOHN D	\$17,196.50
1891	SZCZUREK, THOMAS G	\$105,472.94
407	SZYMANSKI, JOAN	\$74,310.44
469	T.L. SCAIFE COUNCIL #254	\$56,435.77

Claim Number	Claimant Name	Asserted Claim Amount
1886	TALUNAS, WALTER T	\$7,397.67
715	TAN, GWYNNE	\$40,324.39
1347	TANCS, ROSE	\$24,285.82
783	TARPLEY, MARGARET H	\$50,099.13
782	TARPLEY, RAYMOND W	\$40,279.56
784	TARPLEY, RAYMOND W. OR	\$90,120.39
888	TAYLOR, CATHY GLEE	\$10,558.02
736	TEDESCHI, LOUIS	\$50,678.62
2565	TENNERELLA, GERALDINE R	\$49,900.00
241	TERLECKY, CASIMER	\$29,598.14
2372	TERRANOVA, GREGORY	\$7,178.91
238	THATTE, PRABHAKAR AND THATTE, ASHA (HW)	\$8,015.25
1118	THE ANQUILLANO FAMILY TRUST	\$17,871.55
2510	THE BAYER FAMILY TRUST	\$10,544.22
2509	THE BAYER FAMILY TRUST, UA 03/05/98	\$20,078.50
1294	THE BEAR FAMILY TRUST	\$21,529.50
1902	THE CANNON FAMILY TRUST	\$30,812.00
1317	THE CARMINE BUTERA REVOCABLE TRUST	\$40,000.00
1304	THE DOBIAS FAMILY TRUST	\$24,594.61
1305	THE EDMUND M MAZUR	\$9,149.38
70	THE ESTATE OF DOUGLAS J CLARK AND	\$1,000,000.00
857	THE FREDERIC K. EASTER REVOCABLE TRUST	\$5,266.62
1746	THE GRIFFIN FAMILY 2002 REVOCABLE TRUST	\$12,616.82
1141	THE JANET H RANSOM LIVING TRUST	\$56,297.09
1315	THE JOHN F SMITH TRUST	\$10,212.82
229	THE JUDY A RICHTER REVOCABLE TRUST	\$13,216.91
1608	THE MARTIN JOINT TRUST	\$332,765.60
1456	THE RELLIS REVOCABLE LIVING TRUST	\$70,121.59
1320	THE WALP FAMILY TRUST DTD 8/8/88	\$42,523.66
1140	THE WILLIAM J RICKMAN LIVING TRUST	\$68,469.69

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1919	THOMAS F KELLEY TRUST	\$10,000.00
1239	THOMAS J DANIGER & VALERIA S DANIGER AB	\$504,019.05
2375	THOMAS, DUDLEY J	\$50,600.00
1326	THOMAS, ELLEN M	\$94,865.28
818	THOMAS, FREDDIE L. POD THOMAS, NELLIE L.	\$100,079.26*
2374	THOMAS, MARY LOU	\$89,200.00
304	THOMPSON, ANNA	\$231,203.70
2532	THOMPSON, ISABELL M	\$5,039.45
306	THOMPSON, JAMES D	\$365,006.01
198	THOMPSON, WILLIAM B	\$55,250.42
1260	THOMPSON, WILLIAM B & THOMPSON, LILIAN E	\$55,250.42
1936	TIAN, XIUCHUN	\$51,956.85
1962	TILLMAN, BERTHA A	\$72,617.33
648	TINGEY, PAUL	\$6,213.81
843	TOBIAS, CLARE T	\$60,974.06
2028	TOPPER, BERNARD L	\$103,479.06
2033	TOPPER, BERNARD L	\$51,739.53
69	TORONE, MARYANNE	\$52,596.74
1991	TORRI, DERNA C	\$21,199.01
740	TOTH, ETHEL	\$5,183.22
2032	TOTH, GEORGEANN	\$9,109.38
334	TOY, HOWARD R	\$65,226.35
1384	TRIPP, RICHARD J	\$26,935.15
1307	TRITLE, AMY	\$7,900.33
1308	TRITLE, MARTIN	\$14,840.15
673	TRUELL, SAMUEL	\$55,008.46*
674	TRUELL, SAMUEL	\$55,008.46*
658	TRULEAR, ELIZABETH D	\$5,615.54
1297	TUCKER, HAZEL M	\$32,040.78
1543	TURCOVSKY, FRANCIS A	\$14,295.88
2408	TURNER, BARBARA M	\$45,937.18
1924	TURNER, CLYDE J	\$10,305.66
884	TUSO, PHILIP A POD IOBBI, DANIELLE	\$40,000.00
60	TWEED, DONALD H	\$118,626.62
714	TWISDALE, JONATHAN E	\$66,804.10

Claim Number	Claimant Name	Asserted Claim Amount
185	TYE, GERALD F	\$13,076.66
885	TYE, GERALD F	\$13,076.66
970	ULRICH, JAMES F	\$33,766.69
971	ULRICH, OLGA S	\$73,337.72
1785	UNGER, JOHN C	\$70,286.20
412	UNVERZAGT, ROBERT	\$38,978.00
145	URADNISHECK JR, JULIUS	\$66,263.00
915	URBAN, JOHN J	\$40,789.80
650	URE, THOMAS L OR URE, JUDITH B	\$50,178.57
804	USHLER, JACQUELINE	\$17,000.00
33	USOK, WALTER	\$510,000.00
936	VALENVUELA, JANET	\$5,235.63
99	VALSAMIS, ERNST	\$10,051.78
464	VAN CAMP, WILLIAM J	\$17,992.00
2332	VAN DYKE, ANNE	\$20,204.67
340	VAN HORN, DONALD	\$20,339.04
2521	VAN VLACK, CONSTANCE H	\$66,706.59
413	VARALLO, RICHARD	\$5,314.11
186	VARGLIEN, EVA HILDE	\$6,026.65
1409	VARONE, CHRISTOPHER T	\$27,840.91
1080	VERKEST, FRANK JOHN	\$64,143.82
1081	VERKEST, FRANK JOHN	\$47,352.10
425	VETRI, DORIS O	\$30,162.71
2529	VETTER, CHARLES G	\$15,578.00
1070	VICTORIA ALTAMURA TRUST	\$15,728.88
420	VIOLA, ANTHONY J	\$18,423.97
719	VO, LAM K	\$5,114.17
1082	VOLKER SIMON & TAMARA SIMON REVOCABLE	\$21,221.04
2144	VOLUNTEER FIREMENS RELIEF ASSOCIATION	\$14.36
869	VONWIN CAPITAL MANAGEMENT, L.P.	\$50,288.29
1225	VONWIN CAPITAL MANAGEMENT, L.P.	\$100,000.00
1929	VONWIN CAPITAL MANAGEMENT, L.P.	\$33,229.75
1190	WABER, DONALD P	\$5,548.36
2580	WAGLE, GRETA L	\$5,591.36
1406	WAGNER, LOREN M	\$15,063.72
2213	WAHRHAFTIG, CLARA	\$466,908.36

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
2214	WAHRHAFTIG, CLARA	\$77,661.18
2346	WALBERT, JOANNE L	\$110,000.00
1647	WALCHAK, VALERIE J	\$21,249.37
1713	WALDECKER, JOSEPH B	\$22,174.74
1071	WALDMAN, BENJAMIN	\$5,044.64
348	WALKER, ELIZABETH I	\$29,334.39*
948	WALKER, JAMES	\$353,335.57
1100	WALLACE, NORMA S	\$9,177.99
2519	WALLOWITCH, ANNA MAE	\$32,293.20
2101	WALSH, CAROL ANN	\$7,004.01
1193	WALTER M & JEANETTE G SCHANUEL FAM TST	\$252,558.35
197	WANG, NAI DONG	\$60,314.09
825	WANG, NAI DONG	\$60,314.09
691	WARGO, ALBERT J	\$35,986.66
692	WARGO, ALBERT J	\$21,633.57
429	WARNER FAMILY TRUST	\$122,426.07
2428	WARNER, A WENDY	UNLIQUIDATED
917	WARREN & MYRNA DILLON TRUST UTD.	\$102,959.00
985	WARRINGTON, CHARLES E.	\$8,469.87
1555	WASHBURN, ELLIS K	\$67,472.35
2042	WASHKLOVITCH, NINA	\$10,407.39
2562	WATKINS, TORRINGTON D	\$20,886.00*
405	WATSON, ERNEST OR	\$7,512.46
1310	WATSON, ROBERT B	\$58,492.82
77	WATTS, LINDA L	\$27,079.69
106	WATTS, LINDA L	\$27,079.69
1857	WATTS, LINDA L	\$27,262.57
1858	WATTS, LINDA L	\$27,262.57
1510	WAXMAN, LORRAINE A OR WAXMAN, HARVEY L	\$89,628.21
1464	WEATHERLY AREA HIGH SCHOOL ALUMNI	\$146,410.65*
1206	WEAVER, ELIZABETH S	\$11,895.72
1200	WEBB, RALPH & NINA	\$5,000.00
2331	WEIDNER, DORIS E	\$129,641.82
404	WEINER, DENNIS S	\$12,330.24

Claim Number	Claimant Name	Asserted Claim Amount
1791	WEINER, MORRIS E	\$10,462.58
1090	WEINSTEIN, DAVID E	\$21,380.61
1733	WEINSTEIN, HELENE A	\$41,073.38
1734	WEINSTEIN, RONALD	\$43,719.14
40	WEISS, DORIS M	\$5,000.00
41	WEISS, RICHARD C	\$15,000.00
2525	WEISSBERG, AGNES F	\$48,895.48
2115	WEITZENHOFFER, JANE	\$16,625.21
1339	WEITZMAN, JUDITH A	\$11,089.90
1340	WEITZMAN, MEARA	\$53,903.87
819	WELKER, DOUGLAS	\$15,784.12
1826	WENONA F DAVENPORT OR WARREN DAVENPORT	\$27,000.00
1058	WENTZIEN, WILLIAM E F	\$32,076.82
1181	WERNER, ROBERT M	\$11,852.89
1794	WERSHING, GEORGENE M	\$102,706.96
1344	WEY, MING-SHOU	\$683.81
1452	WHALE, ELAINE F	\$30,351.68
666	WHALEN, ELIZABETH A.	\$5,806.20
100	WHALEN, ELIZABETH ANN	\$5,806.20
510	WHEATLEY, DAVID L	\$5,320.52
419	WHEELER, ROBERT M	\$36,004.11
1656	WHITE, ALICE F	\$181,576.19
1087	WHITE, LAWRENCE	\$5,468.82
1194	WHITE, LOUISE	\$9,046.35
1176	WHITEHEAD, ROBERT M	\$60,000.00
1043	WHITING, DOUGLAS G	\$13,002.86
1874	WHITTAKER, JOSEPH R	\$10,000.00
482	WILLIAM AND JEAN GIARRATANA REV LIV TR	\$156,558.59
1196	WILLIAM AND MARTHA WIESEMANN TRUST	\$21,242.89
968	WILLIAM H WOEHR, TTEE	\$5,929.08
1000	WILLIAMSON, CHARLOTTE	\$6,601.15
1486	WILLOUGHBY, EARL B	\$40,886.14
2578	WILSON, DAVID	\$46,392.66
2579	WILSON, DAVID H	\$130,680.89
1402	WILSON, JAMES	\$26,001.50

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.

Claim Number	Claimant Name	Asserted Claim Amount
1077	WIMAN, GUSTAV A	\$106,216.08
2370	WINDSOR, DOROTHY B	\$11,737.11
221	WINSTON, ANDREW	\$38,224.18
222	WINSTON, ZACHARY	\$39,160.58
981	WINTEMBERG, NELLEVIEVE	\$68,345.45
1169	WINTER, EVELYN L	\$21,056.50
458	WINTER, JOE J	\$27,103.81
1621	WINTERS, PAUL C	\$30,000.00
2348	WITTMAN, DORIS M	\$8,689.36
967	WOEHR, WILLIAM H	\$62,564.28
214	WOLD, CHRIS	\$13,200.00
355	WOLFE, JACQUELINE M	\$5,034.25
908	WOLKO, LINDA S	\$6,128.28
2294	WOLPOFF, STUART J	\$100,209.17
477	WONDERS, DEAN W	\$5,762.00
478	WONDERS, DEAN W	\$45,941.34
480	WONDERS, VELVA M	\$5,750.41
481	WONDERS, VELVA M	\$5,036.30
939	WONG, KAU-FUI	\$10,553.81
390	WOO, KAI	\$31,894.00
1897	WORTHINGTON FAMILY	\$38,164.70
1920	WRENTHAM HEIGHTS CONDO TRUST	\$22,549.76
2239	WRIGHT, NELSON B	\$6,680.38
2240	WRIGHT, NELSON B	\$8,100.52
448	WUCHTER, RUTH M. POD EMERICH, JAMES A.	\$6,000.00*
979	YANOFF, BARBARA	\$22,819.48
1419	YARNEVIC, THOMAS G	\$58,959.52
665	YEAGER, LARRY J	\$7,277.15
2488	YEAGER, PATRICIA A	\$12,463.35

Claim Number	Claimant Name	Asserted Claim Amount
729	YOCHUM, ROBERT J	\$15,941.14
2515	YOURSHAW, JOSEPH	\$90,509.82
2514	YOURSHAW, MARGUERITE OR YOURSHAW, JOSEPH	\$90,509.82
411	YOUSSEF, BERTA G	\$32,170.20
423	YOUSSEF, GALAL F	\$38,300.57
1600	YUNGNER, JOHN R	\$11,027.00
1805	YUNK, FLORENCE B	\$8,046.60
1806	YUNK, FLORENCE B	\$5,023.75
1280	YUST, EDWIN W	\$21,138.09
1513	ZAHN, GERTRUDE M	\$8,903.95
497	ZAISS JR, JOSEPH J	\$39,172.95
2	ZALESKY, EDWARD	\$120,727.46
1616	ZAMBITO, REGINA E	\$6,234.60
2005	ZASADZINSKI, MATTHEW	\$32,436.88
1420	ZDANOWICZ, WILLIAM	\$13,793.19
365	ZIELINSKI, ALBIN H	\$25,723.32
1323	ZIEMAN, ANDREA D	\$22,513.78
1421	ZIMMERMAN, IRVIN B	\$20,114.39
1422	ZIMMERMAN, IRVIN B	\$5,225.54
1905	ZIMNES, CONSTANTINE	\$47,140.67
1906	ZIMNES, CONSTANTINE	\$30,127.81
2494	ZINKOWICH, JOHN	\$30,844.61
2500	ZLATKIN, DANIEL	\$183,762.48
2037	ZLATKIN, DANIEL OR ZLATKIN, LORETTA S	\$15,662.77
2006	ZLATKIN, LORETTA S	\$8,528.40
1535	ZOLTAK JR, STANLEY	\$21,841.99
807	ZUNEC, GREGORY	\$78,292.00

\* Indicates that in addition to the stated amounts, these proofs of claim include unliquidated amounts for principal and/or interest.