EXECUTION COPY

FORWARD FLOW
ASSET PURCHASE AND SALE AGREEMENT

This FORWARD FLOW ASSET PURCHASE AND SALE AGREEMENT ("Agreement") is dated and effective as of December 15, 2006 by and between Advanta Bank Corp. ("Seller") and Federated Financial Corporation of America ("Buyer").

RECITALS:

WHEREAS, Seller desires to sell certain Advanta Business Credit Card receivables;

WHEREAS, Buyer desires to purchase the receivables identified on each Funding Tape during the Sale Period, for the consideration, and under the express terms, provisions, conditions and limitations as set forth herein; and

WHEREAS, Seller is willing, subject to the express terms, provisions, conditions, limitations, waivers and disclaimers as may be expressly set forth herein, to sell, transfer, assign and convey to Buyer all of Seller's right, title and interest, if any, in, to and under the receivables identified on each Funding Tape.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated:

"Advanta Business Card Agreement" means the sample document attached as Exhibit G. This Exhibit G is a sample document and is not necessarily representative of the actual Advanta Business Card Agreement associated with the Assets included in the Funding Tape.

"Agreement" means this Forward Flow Asset Purchase and Sale Agreement, including all Addenda, Exhibits and Schedules hereto.

"Assets" means the accounts (or individually the account) and their associated receivables, included in the Funding Tapes.

"Asset Open Date" means the date the account was originated with Advanta.

"Bill of Sale and Assignment" means the document, substantially in the form attached hereto as Exhibit B, through which the Assets shall be transferred and assigned from Seller to Buyer. A Bill of Sale and Assignment will be delivered on each Funding Date for the applicable Pool of Assets.

"Business Day" means a day that is not a Saturday, Sunday, or legal holiday recognized by the United States Federal Government or the state of Utah.

"Claim" means any claim, demand, cause of action, judgment, loss damage, liability, cost and expense (including attorneys' fees, whether suit is instituted or not), whether known or unknown, liquidated or contingent.

"Closing Date" means December 15, 2006, the date of the execution of this Agreement.

"Confirmation of Assignment of Claim" means the document to be delivered in accordance with Section 3.4, a form of which is attached hereto as Exhibit D.

"Current Balance" means for each Funding Date, the amount specified on the applicable Funding Statement, which is the aggregate unpaid balance as of the Cut-Off Date in United States Dollars, for each Asset sold hereunder, and as set forth in the applicable Funding Tape. The Current Balance consists of unpaid principal, finance charges accrued prior to the charge-off date, and miscellaneous fees incurred prior to the charge-off date. It is possible that this figure may not reflect (a) credits for payments made by or on behalf of any Obligor prior to the Cut-Off Date or (b) payments made by or on behalf of any Obligor of an Asset which have been deposited and credited to the Current Balance but that may subsequently be returned to Seller due to insufficient funds to cover such payments. Adjustments to the Current Balance may occur due to (a) or (b) above, as mutually agreed by this Buyer and Seller.

"Cut-Off Date" means the close of business two (2) system processing days prior to the applicable Funding Date.

"Debt" means the obligations of the Assets being sold pursuant to this Agreement. Nothing in this definition shall be deemed to imply that all the Debts are enforceable. Buyer acknowledges that some of the Debts may include Unenforceable Assets, as defined in this Agreement.

"Evidence of Indebtedness" means with respect to each Asset, a credit application (if in the possession of Seller), or other credit agreement between Obligor and Seller (which may not be signed), any judgment, deficiency or charge-off; or any other evidence as mutually agreed upon by Buyer and Seller including, without limitation, account statements or computer printouts, or any other Asset summary information upon which a creditor could reasonably rely in asserting that the same represents a balance due and owing on a right of collection. Notwithstanding the foregoing, Evidence of Indebtedness shall not include any sales drafts, credit vouchers or checks. **THE EXISTENCE OF AN EVIDENCE OF INDEBTEDNESS SHALL NOT BE DEEMED TO IMPLY THAT THE DEBT EVIDENCED THEREBY IS ENFORCEABLE.** The

Evidence of Indebtedness may include, without limitation, original documents or copies thereof, whether by photocopy, microfiche, microfilm or other reproduction process. Buyer acknowledges that Seller does not have an application for any Asset originated in or before 1998, received via the internet or taken verbally by the Seller or its designee.

"Funding Date" means the day, as mutually agreed by the Buyer and the Seller, which will generally be on or before the 10th day of each month, starting in January 2007, on which the Buyer shall forward payment for the Pool of Assets to be purchased on such date in accordance with Section 2.4 of this Agreement. The Funding Date shall be specified on each Funding Statement.

"Funding Statement" means the document in the form attached hereto as Exhibit A which for each Pool of Assets sold on each Funding Date shall state, among other things, the Current Balance, Purchase Price and Number of Assets. A Funding Statement shall be executed and delivered on each Funding Date.

"Funding Tape" means the electronic file, provided by Seller to Buyer on or before the Business Day prior to the Funding Date, listing the Assets to be sold to Buyer on such Funding Date. The Funding Tape is more fully described in Section 2.3 of this Agreement.

"Maximum Amount" means $100,000,000, which amount represents the aggregate amount of all Current Balances purchased by the Buyer during the Sale Period. In the event that the Agreement is extended in accordance with Section 2.5, the Maximum Amount for the extended term shall be agreed between the Buyer and Seller.

"Number of Assets" means the total number of Assets presented in the applicable Funding Tape and stated on each Funding Statement.

"Obligor" means with respect to each Asset, the signing individual and/or business specified in the Funding Tape including, without limitation, any other person or entity liable for the Debt.

"Payment Date" means the fifteenth day of the month, or if such day is not a Business Day, the following Business Day.

"Pool of Assets" means the Assets purchased under this Agreement, as presented on each Funding Tape.

"Purchase Price" means for each Pool of Assets the dollar amount specified in the applicable Funding Statement, which is calculated by multiplying the Purchase Price Percentage for the applicable pool by the Current Balance for such pool.

"Purchase Price Percentage" means 10.00% of par, for all purchases by Buyer during the Sale Period.

"Retained Claims" means with respect to each Debt, the claims or causes of action retained by Seller pursuant to Article XIII.

"Repurchase Price" means that amount calculated in accordance with the provisions of Section 8.1(a).

"Sale" means the negotiated sale of each Pool of Assets.

"Sale Period" means the period of time which starts on the Closing Date and ends on the Termination Date, which may be extended in accordance with Section 2.5 of this Agreement.

"Seller" means Advanta Bank Corp., an industrial bank chartered under the laws of the State of Utah. Advanta Bank Corp. is located at 11850 South Election Road, Draper, Utah 84020.

"Settlement" means an agreement reached between Seller and Obligor in which Seller agrees to accept as payment in full a lesser amount than the full Current Balance that is due for the Asset.

"Termination Date" means the date on which this Agreement is scheduled to terminate, which initially is January 31, 2008, provided that this Agreement may be extended in accordance with Section 2.5 of this Agreement.

"UCC Financing Statement" means a UCC financing statement in a form similar to and containing the information included on Exhibit F to this Agreement.

"Unenforceable Asset" means a Debt that is or may be legally unenforceable or uncollectible for any of the following reasons: (i) as of the applicable Cut-Off Date, the Obligor has been released of liability for their respective Debt by a court of competent jurisdiction with the exception of specific state statutes of limitations; or (ii) as of the applicable Cut-Off Date, the Asset has been discharged in bankruptcy after the Asset Open Date, without any reaffirmation of the Debt by the Obligor; or (iii) as of the applicable Cut-Off Date, the Obligor is deceased and a death certificate has been sent to Seller; or (iv) as of the applicable Cut-Off Date, an Asset for which the signing individual has a current and active reorganization case filed for protection under the United States Bankruptcy Code, which has not been discharged or dismissed, or (v) as of the applicable Cut-Off Date, the Seller had knowledge and proof (which must include a police report filed by the debtor) that the Asset was the result of fraudulent activity or of a lost or stolen credit card; or (vi) the Obligor of the Asset was under the age of majority at the time the Asset was originated; or (vii) as of the applicable Cut-Off Date, the Obligor had instituted suit or filed a counterclaim which is pending or has obtained a judgment against Seller or any predecessors or successors in interest; or (viii) as of the applicable Cut-Off Date, the Debt has been paid in full or settled; or (ix) as of the applicable Cut-Off Date, the Seller has agreed to a Settlement with an Obligor, regardless of whether the Seller has received any monies from the Obligor as of the applicable Cut-Off Date, or (x) an Asset is a duplicate record of another Asset sold hereunder or previously. Seller makes no representations or warranties regarding how many Unenforceable Assets are included in each Pool of Assets, although the Seller will review each Funding Tape,

and will make an effort to remove, prior to the applicable Cut-Off Date, any and all Assets that would be considered an Unenforceable Asset.

"Wire Instructions" means the information necessary for the electronic transfer of monies from the Buyer to the Seller or from the Seller to the Buyer. The Buyer's Wire Instructions and the Seller's Wire Instructions shall be set forth on Exhibit C attached hereto.

ARTICLE II
PURCHASE AND SALE OF THE ASSETS

Section 2.1 Agreement to Sell and Purchase Assets

Seller agrees to sell, and Buyer agrees to purchase, each Pool of Assets to be listed in each Funding Tape subject to the terms, provisions, conditions, limitations, waivers and disclaimers set forth in this Agreement.

Section 2.2 Buyer's Right to Act

Buyer shall have no right to communicate with any Obligor or its agents, accountants or attorneys or to otherwise take any action with respect to any Asset or any Obligor until after the applicable Funding Date. Buyer agrees, acknowledges, confirms and understands that Buyer shall be responsible for the recording and filing of the originals of any assignments as the same may be necessary, proper or appropriate and shall pay all costs, fee and expenses for the recording and/or filing of such assignments.

Section 2.3 Funding Tape

Each Funding Tape shall be dated as of the applicable Cut-Off Date, and shall be delivered to Buyer on or before the Business Day prior to the applicable Funding Date. The Funding Tape shall be in a format acceptable to Buyer and shall include the following information for each Asset, to the best of the Seller's knowledge and to the extent the information is available:

a) Seller's account number
b) signing individual name
c) business name (for Assets issued prior to 2001, business name may not be available)
d) signing individual social security number
e) business address
f) date the Asset was opened
g) charge-off date
h) charge-off balance
i) current balance
j) last payment date
k) last payment amount
l) date of first occurrence of delinquency

m) home and business telephone number (these telephone numbers may be incorrect or out of order, Seller makes no representation as to the accuracy or reliability of these telephone numbers).

Section 2.4 Payment of Purchase Price

Buyer shall pay to Seller the Purchase Price on or before 2:00 p.m. (Eastern Standard Time), on the applicable Funding Date. Payment must be made in immediately available funds in United States Dollars by wire transfer to an account designated by Seller, and in accordance with the Wire Transfer Instruction set forth in Exhibit C.

Section 2.5 Termination Date-Extension of Agreement

The terms of this Agreement shall extend if the Buyer and Seller agree, in writing at least 30 days prior to the Termination Date; 1) to extend the term of the Agreement for additional twelve (12) months, 2) to the Purchase Price Percentage for the extended Sale Period, 3) to the Maximum Amount during the extended Sale Period, and 4) to a new Termination Date.

Section 2.6 Payments Received by Seller

If Seller receives any credits, payments or other consideration distributed or paid by or on behalf of an Obligor with respect to any Asset prior to the applicable Cut-Off Date, and not reflected on the applicable Funding Tape, Seller shall be entitled to accept and retain such payments. Seller will then credit, refund or reimburse Buyer for the portion of the Purchase Price paid, which shall be determined by multiplying the amount of such credit, payment or consideration by the Purchase Price Percentage.

If Seller shall receive any credits, payments or other consideration distributed or paid by or on behalf of any Obligor, with respect to any Asset that has not previously been repurchased by Seller pursuant to Section 5.1 or 8.2, on or after the Cut-Off Date, Seller shall forward and/or deliver such payments to Buyer (without interest thereon from Seller) for six months following the applicable Funding Date and in accordance with the fees listed below.

Seller will forward and/or deliver such payments to Buyer on the Payment Date in the month following the month in which such amounts were received by the Seller. Seller will also forward a listing, which shall be in an electronic format acceptable to Buyer, which will identify the Assets with respect to which such payments were received, the amount of each payment and the date each payment was received by Seller. Seller will forward and/or deliver such payments and listing to Buyer for up to 90 days after the applicable Funding Date, with no charge to Buyer.

For any such credits, payments or other consideration received by Seller and forwarded or delivered to Buyer on any Payment Date occurring more than 90 days after the applicable Funding Date, the Seller will charge Buyer a fee of $10 per payment forwarded. Seller will deduct the applicable fees from the amounts due to Buyer, although the list of payments will contain the full amount of the payment received from the Obligor.

After the Payment Date occurring 180 days after the applicable Funding Period, the Seller will no longer forward any credit, payments or other consideration received by Seller to the Buyer. If necessary, Seller will reasonably cooperate with Buyer to instruct Obligor or debtor to send payments, credits, or other consideration to the Buyer.

If Seller has deposited payments received from any Obligor and issues a check or payment therefore to Buyer, Buyer shall bear the risk that any such payment so deposited by Seller may be returned due to insufficient funds. Seller shall have a period of sixty (60) days after receiving notification of insufficient funds to notify Buyer in writing that any such payments were returned due to insufficient funds and specifying the amount thereof. Seller will deduct any such amount from any amounts that are due to the Buyer, as outlined above. Should there be no payment due to Buyer, Buyer shall promptly pay, but no later than thirty (30) days following receipt of such notice, to Seller or to such entity as Seller shall designate, the amount of such insufficient payment.

If any Asset is repurchased or retained by Seller pursuant to Article V hereof, Seller shall not transfer to Buyer any credit, payments, or other consideration with respect to that Asset regardless of when received.

Section 2.7 **Extent of Buyer's Obligations After Seller Repurchase**

If Buyer receives any credit, payment or other consideration distributed or paid by or on behalf of an Obligor with respect to any Assets that the Seller has repurchased pursuant to Section 8.1 (a) or Section 5.1, Buyer shall provide to Seller, within fifteen (15) days after the end of each of month, a report indicating the amounts of payments received by Buyer in respect of such repurchased Assets during the immediately preceding month and shall remit to Seller such amounts within thirty (30) days after its provision of such report, except that, with respect to any payments received during the fiscal month in which the date of repurchase occurs, such report and remittance shall reflect only amounts received on or after the date of repurchase.

Buyer shall use good faith, commercially reasonable efforts to identify and forward to Seller, within fifteen (15) days after the end of each of Buyer's fiscal months, all written correspondence received during such fiscal month by Buyer with respect to repurchased Receivables that are relevant to Seller's recovery or ownership thereof.

Section 2.8 **Contact Person Notification**

The following persons shall be the contact person for post closing payment and documentation administration:

Seller Documentation Administration Contact:

Name:	Mary Donohue
Phone:	(215) 444-5877
e-mail:	mdonohue@advanta.com
Address:	Advanta Bank Corp. Welsh and McKean Roads Spring House, PA 19477-0844

Seller Payment Processing Contact:

Name:	Mary Donohue
Phone:	(215) 444-5877
e-mail:	mdonohue@advanta.com
Address:	Advanta Bank Corp. Welsh and McKean Roads Spring House, PA 19477-0844

Buyer Customer Service Contact:

Name:	Natalie Black
Telephone #:	248-737-1300 ext. 234
Fax #:	248-932-9814
Address:	30955 Northwestern Hwy Farmington Hills, MI 48334
e-mail:	nblack@federatedcapital.com

Buyer Documentation Administration Contact:

Name:	Janelle Sagmni
Telephone #:	(248) 737-1300 ext. 210
E-mail:	jsagmani@federatedcapital.com
Address:	30955 Northwestern Hwy Farmington Hills, MI 48334

Should there be any change in the contact persons, the party with the change will notify the other party at least five Business Days prior to the effective date of the change and specify the information related to the new contact person.

Section 2.9 **Seller to Update Records**

Seller agrees to take all appropriate steps, to indicate on its records that the Assets have been sold to, and are the property of, Buyer and shall refer all Obligor phone calls to Buyer. For twelve (12) months following the applicable Funding Date Buyer shall forward all Obligor correspondence to Buyer. Seller may in its discretion purge the Assets from its servicing system after twenty four months from the applicable Funding Date.

Section 2.10 **Buyer Notification to Obligors**

Buyer agrees that within 30 days of the applicable Funding Date, Buyer shall send written notification to all Obligors included in such Pool of Assets, informing such Obligors of the transfer of their account to the Buyer. Such notification shall direct Obligors to forward all payments and correspondence directly to Buyer. If necessary, Seller will reasonably cooperate with Buyer to instruct Obligor or debtor to send payments, credits, or other consideration to the Buyer.

ARTICLE III
TRANSFER OF ASSETS AND ASSET DOCUMENTS

Section 3.1 **Assignment of Assets**

On each applicable Funding Date, after Seller's receipt of the Purchase Price, Seller shall send to Buyer one Bill of Sale and Assignment for the Pool of Assets purchased on such date hereunder, substantially in the form of Exhibit B attached hereto, executed by an authorized representative of Seller. The Bill of Sale and Assignment shall sell, transfer, assign, set-over, quitclaim and convey to Buyer, without recourse, warranty or representation, except as provided for in this Agreement, all right, title and interest of Seller in and to each of the Assets sold, and the right to collect all principal, finance charges, fees, and other amounts due under the Debt(s) or other proceeds of any kind, paid or collected for payment thereon after the applicable Cut-Off Date. The Bill of Sale and Assignment shall have the same effect as an individual and separate bill of sale and assignment of each and every Asset.

Buyer agrees, acknowledges, confirms and understands that Buyer shall be responsible for the recording and/or filing of the originals of any such assignments as may be necessary, proper or appropriate and shall pay all costs, fee and expenses for the recording and/or filing of such assignments.

To the extent required under the Uniform Commercial Code to perfect the sale of the Assets hereunder, Buyer is authorized to file a UCC-1 financing statement in the form attached hereto as Exhibit F, which shall be approved by Seller. Buyer shall provide Seller with prior notification as to when such filing will take place.

Section 3.2 Asset Documentation

Seller will provide Evidence of Indebtedness in its possession to Buyer in electronic format, on a compact disk (the "Documentation CD"), within 30 days following the every third Funding Date, at the fees indicated below. If Evidence of Indebtedness is not contained on the Documentation CD, hardcopy documents ("Hardcopies") will be mailed to the Buyer upon written request from Buyer to the Seller, (which may be sent electronically) for the fees outlined below.

The Documentation CD will contain copies of all available written applications and the last 12 account statements which were delivered to the Obligor prior to the charge-off date for each Asset. Each Documentation CD will be sold to Buyer at a cost of $3,000. Buyer hereby acknowledges that the Documentation CD contains the applications that the Seller has available, and will generally not contain an application for each Asset that is purchased by the Buyer.

Buyer shall pay for the Documentation CD at the time that the Documentation CD is ready for delivery to the Buyer. Such payment shall be made via a wire transfer, sent in accordance with the wire instructions for the Seller shown in Exhibit C attached hereto.

Buyer hereby acknowledges that Seller does not have applications for Assets that were originated in or before 1998 and account statements prior to January 2000 will not be available on the Documentation CD.

Section 3.3 Hardcopy Documentation

Seller shall provide Hardcopies to Buyer of applications and account statements that are **not** available on the Documentation CD, in its sole discretion and upon written request from Buyer, and will charge the Buyer $35 per application, statement or document provided. Seller will not be obligated to provide Buyer Hardcopies at any time after the date which is 180 days from applicable Funding Date.

If the Buyer chooses not to buy the Documentation CD, Seller shall provide Hardcopies to Buyer of applications and account statements, in its sole discretion and upon written request from Buyer, and will charge the Buyer $35 per application, statement or document provided. Seller will not be obligated to provide Buyer Hardcopies at any time after the date which is 180 days from applicable Funding Date. Buyer hereby acknowledges that Seller shall only provide, if available, the application and up to 12 cardholder statements.

Fees for Hardcopies may be netted out of amounts due to Buyer pursuant to Section 2.5 of this Agreement, unless otherwise agreed between Buyer and Seller.

Seller shall provide all available requested documents within thirty (30) days of Buyer's request. If requested, Buyer will confirm receipt of the Hardcopies. Seller reserves the right, but not the obligation, to retain copies of all or any portion of any Asset document(s) delivered by Seller to Buyer.

Section 3.4 Confirmation of Assignment of Claim

In the event that Seller is unable to locate any requested documents, Buyer shall prepare and, if reasonably acceptable, Seller shall sign and return to Buyer a Confirmation of Assignment of Claim similar to that evidenced in Exhibit D attached hereto at a fee of $25 per Confirmation of Assignment provided. Seller shall provide executed Confirmation of Assignment of Claim within thirty (30) days of Buyer's delivery of an accurate and complete form of confirmation.

ARTICLE IV
SERVICING OF THE ASSETS

Section 4.1 Interim Servicing/Buyer Bound

Until the applicable Funding Date, Seller shall continue to service the Pool of Assets. **BUYER SHALL TAKE NO ACTION TO COMMUNICATE WITH ANY OBLIGOR OR ITS ACCOUNTANTS OR ATTORNEYS OR ENFORCE OR OTHERWISE SERVICE OR MANAGE SUCH ASSETS UNTIL AFTER THE APPLICABLE FUNDING DATE. BUYER SHALL TAKE NO ACTION, EXCEPT WITH PRIOR APPROVAL FROM SELLER, TO COMMUNICATE WITH SELLER'S INTERNAL COLLECTION & RECOVERY GROUP OR OPERATIONS GROUP OR EXTERNAL COLLECTION AGENCIES UNLESS AND UNTIL THE PURCHASE PRICE DUE TO SELLER HEREUNDER HAS BEEN PAID IN FULL.**

Section 4.2 Buyer Servicing Requirements/Compliance with all Laws

Buyer shall be responsible for complying with all local, state and federal laws, if any, with respect to the ownership and/or collection of any of the Debts from and after the applicable Funding Date including, without limitation, the obligation to mail a notice addressed to any Obligor at the address shown on the Funding Tape and notifying the Obligors of the transfer of the Debt from Seller to Buyer.

ARTICLE V
REPURCHASE OF ASSETS BY SELLER

Section 5.1 Seller's Right to Retain or Repurchase Asset(s)

If Seller determines, in its reasonable discretion, that (a) there is a pending or threatened suit, action, arbitration, bankruptcy proceeding or other legal proceeding or investigation relating to the Asset or any Obligor for such Asset, and naming Seller or otherwise involving Seller's interest therein in a manner unacceptable to Seller, or Seller otherwise determines (in its

reasonable discretion) that such matter cannot be resolved and/or that Seller's interest cannot be adequately protected without Seller owning such Asset; or (b) Seller has agreed to a Settlement with the Obligor prior to the Cut-Off Date, regardless of whether the Seller has received any monies from the Obligor prior to the Cut-Off Date, then (i) prior to the applicable Funding Date, Seller shall have the right but not the obligation, to withdraw such Asset(s) from the Funding Tape and from the Bill of Sale and Assignment, and retain any such Asset or Assets, or (ii) after the applicable Funding Date, Seller shall have the right, but not the obligation to repurchase the Asset or Assets.

If such determination is made after the applicable Funding Date, upon request of Buyer, Seller will provide Buyer reasonable supporting documentation of such pending suit, action, other adverse proceeding, Settlement or payment arrangement. Upon Buyer's receipt of reasonable supporting documentation, Seller shall repurchase such Asset no later than thirty (30) days after its provision of sufficient evidence to Buyer. Within fifteen (15) days of receiving the Repurchase Price from Seller, Buyer shall reconvey the repurchased Assets to Seller using the same form of Bill of Sale and Assignment used to transfer the Asset to Buyer and release its security interest on any repurchased Assets. However, immediately upon the Buyer's receipt of funds from Seller, Buyer shall cease all contact with the Obligor relating to the repurchased Asset.

If, after the applicable Funding Date, in the very unlikely event that a court of competent jurisdiction has certified a class or subclasses and issued final judicial approval to a settlement or, following a determination on the merits, has entered an order, by either of which Seller or its agents are obligated to repurchase the Assets and (1) credit the Assets and/or (2) change the terms of the cardholder agreement to which the Assets relate, then Seller shall refund to Buyer the amount paid to Seller by Buyer, net of any collections received by Buyer after the applicable Funding Date for the Assets in issue and repurchase such Assets.

ARTICLE VI
NO RIGHT OF REPURCHASE

OTHER THAN SELLER'S RIGHT TO RETAIN OR REPURCHASE AN ASSET PURSUANT TO ARTICLE V, OR TO REPURCHASE AN ASSET DUE TO A BREACH OF SELLER'S REPRESENTATIONS PURSUANT TO ARTICLE VIII OR OTHERWISE MADE BY SELLER HEREIN, NEITHER SELLER NOR BUYER SHALL BE ENTITLED TO REQUIRE THE OTHER TO FACILITATE A REPURCHASE OF AN ASSET FOR ANY REASON. BUYER ACKNOWLEDGES AND AGREES THAT SOME OF THE DEBTS MAY BE UNENFORCEABLE ASSETS AS DEFINED IN THIS AGREEMENT. IT IS BUYER'S INTENTION TO HAVE ANY SUCH UNENFORCEABLE ASSETS REPURCHASED OR SUBSTITUTED BY SELLER WHICH SELLER AGREES TO DO IN ACCORDANCE WITH SECTION 8.1(a).

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

Section 7.1 **Buyer Representations, Warranties and Covenants**

Buyer hereby represents, warrants and covenants to Seller as of the Closing Date and each applicable Funding Date that:

(a) **Authorization**

Buyer is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws to which it may be subject or by which its assets may be bound and the undersigned representative is authorized to act on behalf of and bind Buyer to the terms of this Agreement.

(b) **Binding Obligations**

Assuming due authorization, execution and delivery by each other party hereto, this Agreement and all of the obligations of Buyer hereunder are the legal, valid and binding obligations of Buyer, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(c) **No Breach or Default**

The execution and delivery of this Agreement and each Funding Statement and the performance of its obligations hereunder by Buyer will not conflict with any provision of any law or regulation to which Buyer is subject or by which any of its assets may be bound or conflict with or result in a breach or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which it or any of its assets may be bound, or any order or decree applicable to Buyer.

(d) **Nondisclosure**

Buyer is in full compliance with its obligations under the terms of any Confidentiality Agreement executed by Buyer to review the information made available by Seller to Buyer, and the terms thereof are hereby incorporated herein subject to Buyer's ownership rights and interests acquired by Buyer hereunder.

(e) **Enforcement/Legal Actions**

Buyer covenants, agrees, warrants and represents that Buyer shall not institute any enforcement or legal action or proceeding in the name of Seller, any subsidiary thereof, or any servicing agent, or make reference to any of the foregoing entities in any correspondence to or discussion with any particular Obligor regarding enforcement or collection of the Assets. Buyer also represents, warrants and covenants not to take any enforcement action against any Obligor that would be commercially unreasonable and Buyer shall not misrepresent, mislead, deceive or otherwise fail adequately to disclose to any particular Obligor the identity of Buyer as the owner of the Assets.

Buyer further represents, warrants and covenants not to use the name of the Seller, adopt, exploit, or allude to Seller or any servicing agent or any name derived therefrom or confusingly similar therewith, or the name of any other local, state or federal agency or association to promote Buyer's sale, enforcement, collection or management of the Assets. Notwithstanding the foregoing, Buyer may use the name of the Seller for purposes of identifying any Asset in communications with Obligor in order to collect amounts outstanding on any Asset, in connection with filing suit upon any Asset and in connection with sale of any Asset (subject to the provisions of Section 11.1 of this Agreement).

Buyer shall not represent that there is an affiliation of agency relationship between Buyer and Seller, nor shall Buyer state or represent in anyway that Buyer is acting on behalf of the Seller.

(f) **Collection on Asset**

Buyer and Buyer's agents will at all times comply with all local, state and federal laws and regulations applicable to Buyer including, without limitation, the Bankruptcy Code, the Consumer Credit Protection Act, the Fair Debt Collection Practices Act and the Fair and Accurate Credit Transactions Act (FACTA).

(g) **Restriction on Use of Names**

Buyer agrees not to use the name of any Obligor for any purpose other than in conjunction with the collection of the Asset.

(h) **Restriction on Contact with Seller**

Buyer agrees that it will not disclose the name or the telephone number of any employee, officer or director of the Seller, without the Seller's prior written permission, to any party including any Debtor, Obligor, subsequent buyer or their representatives or any other person associated with a Debtor or Obligor. Should any Debtor, Obligor, their representative or associates wish to contact the Seller, they should call Seller's Customer Service Department at (800) 705-7255.

(i) **Net Worth**

Buyer represents and warrants that it has a minimum net worth of not less than $7,000,000. This representation shall survive each Funding Date for five (5) years.

Upon request of Seller, but no more frequently than annually, Buyer will cause to be delivered to Seller as letter containing a representation and confirmation the net worth of the Buyer.

(j) **Buyer Insurance Requirements**

Buyer shall, at its sole cost and expense, procure and maintain in full force and effect the following insurance coverage with an insurance carrier which is at least "A" rated by Best.

Error and Omisisons	$2,000,000 Aggregrate
General Liability:	$2,000,000 General Aggregate $2,000,000 Product Aggregate $1,000,000 Each Occurrence
Excess Liability	$2,000,000 Each Accident $2,000,000 Aggregate

Buyer shall provide Seller a certificate of insurance evidencing that such coverage is in effect prior to execution of this Agreement. All certificates of insurance shall be amended to name Seller and its affiliates as additional insured parties, and shall require that Seller be provided with at least 30 days advance written notice of cancellation or material change in the stated coverage of such insurance. Amended certificates of insurance shall be delivered to the Seller at the address designated by Seller, and approved by Seller's insurance department prior to the commencement of any collection efforts by the Buyer on the Loans. Buyer shall furnish to Seller renewal certificates of insurance, on an annual basis, until all collection efforts with respect to the Assets have ceased.

Buyer will, upon written request of the Seller, provide Seller with evidence of such insurance coverage, on an annual basis, until all collection efforts with respect to the Assets have terminated.

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Section 8.1 **Covenants of Seller**

Seller hereby covenants to Buyer, as of the Closing Date and each Funding Date:

(a) **Unenforceable Asset**

For any Unenforceable Asset as defined in Section 1, Seller agrees to repurchase such Unenforceable Asset, and to refund to Buyer the Repurchase Price calculated by multiplying the Purchase Price Percentage times the Current Balance of the Asset as shown on the applicable Funding Tape, net of any collections received by Buyer after the Funding Date, on the terms set forth in this Section.

(1) Buyer shall have 180 days following each Funding Date to notify Seller of each Unenforceable Asset with respect to which Buyer seeks repurchase. In conjunction with such notification, Buyer shall supply Seller with reasonable evidence that each Asset for which Buyer is requesting repurchase or refund is an Unenforceable Asset. Seller shall determine whether such Asset is indeed an Unenforceable Assets. If Seller, based on its reasonable discretion and the evidence provided by the Buyer, determines that such Asset is an Unenforceable Asset, then Seller shall repurchase such Unenforceable Asset within sixty (60) days of Buyer's notification and provision of sufficient evidence of Unenforceable Assets. If Seller determines that such Asset is not an Unenforceable Asset, Seller will notify Buyer within sixty (60) days of Buyer's notification.

Seller shall not be obligated to make payment on an Asset by Asset basis, but may elect to pay such refund in no more than two payments.

(2) Within fifteen (15) days of receiving the Repurchase Price from Seller, Buyer shall reconvey the repurchased Assets to Seller using the form of Bill of Sale and Assignment attached hereto as Exhibit B and release its security interest on any repurchased Assets.

(b) Seller will not contact any Obligor or take any action with respect to an Asset after the Funding Date, without Buyer's prior consent, except as required in Article V.

Section 8.2 **Representations and Warranties of Seller**

Seller hereby represents and warrants to Buyer as of the Closing Date and each Funding Date:

(a) **Ownership/Authority**

Seller is the sole originator and owner of all right, title and interest in and to the Assets, free and clear of all liens and encumbrances, as of the applicable Funding Date and has the right to transfer Seller's interest therein to Buyer on the terms and conditions set forth herein. Seller has all requisite power and authority to perform all obligations under this Agreement and to execute all instruments and other documents contemplated to be executed and delivered by Seller to Buyer in connection herewith.

(b) **Binding Obligations**

Assuming due authorization, execution and delivery by each other party hereto, this Agreement and all of the obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(c) **No Breach or Default**

The execution and delivery of this Agreement and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or by which any of its assets may be bound or conflict with or result in a breach or constitute a default under any of the terms; conditions or provisions of any agreement or instrument to which Seller is a party, or any order or decree applicable to Seller.

(d) In the origination and servicing of each Pool of Assets, Seller has complied in all material respects with federal and state laws.

(e) Seller represents that to the best of Seller's knowledge, the information to be provided on each Funding Tape will be a true, accurate, correct and complete identification of the applicable Pool of Assets in all material respects.

(f) Seller ceased, or will cease (as applicable) accruing interest on the Assets after the charge-off date.

(g) The Assets are being sold servicing released, are not assigned to any third party agency or attorney, and as of the Funding Date are not subject to any third party claim or contingency arrangement.

(h) The Seller has no obligation to make future advances on any Asset and there are no rights of offset against the Asset by any Obligor(s).

Seller makes no representation or warranty as to the number of Unenforceable Assets which may be included in this Sale, although the Seller will review each Funding Tape, and will make an effort to remove any and all Assets that would be considered Unenforceable Assets prior to the applicable Funding Date.

Section 8.3 **No Other Representations or Warranties**

EXCEPT AS PROVIDED IN SECTION 8.2, THE ASSETS ARE BEING SOLD "AS IS" AND "WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE ASSETS, THE STRATIFICATION OR PACKAGING OF THE ASSETS.

ARTICLE IX
BUYER'S EVALUATION AND ACCEPTANCE OF RISK OF ASSETS SOLD "AS-IS"

Buyer hereby represents, warrants, acknowledges and agrees to the following:

Section 9.1 **Independent Evaluation**

Buyer's bid for and decision to purchase the Assets pursuant to this Agreement is and was based upon Buyer's own independent evaluation of information deemed relevant to Buyer, including, but not limited to, the information made available by Seller to all potential bidders for the Assets, and Buyer's independent evaluation of related information. Buyer acknowledges and agrees that it will have the ability to review each Pool of Assets on the Business Day prior to each applicable Funding Date. Buyer acknowledges and agrees that, while some information concerning the Assets will made available to Buyer for review prior to the Sale, such information, through no fault of Seller, may not be complete. Buyer has relied solely on its own investigation and it has not relied upon any oral or written information provided by Seller or its personnel or agents, and acknowledges that no employee or representative of Seller has been authorized to make, and that Buyer has not relied upon, any statements other than those specifically contained in this Agreement.

Section 9.2 **Due Diligence**

Buyer has been urged to conduct such due diligence review and analyses of the information provided by the Seller in order to make a complete and informed decision with respect to the purchase and acquisition of the Assets pursuant to this forward flow Agreement.

Section 9.3 **Economic Risk**

Buyer acknowledges that the Assets may have limited or no liquidity and Buyer has the financial wherewithal to own the Assets for an indefinite period of time and to bear the economic risk of an outright purchase of the Assets and a total loss of the Purchase Price for the Assets. Buyer

acknowledges that some of the Assets may be Unenforceable Assets. It is the Buyer's intention to have such Unenforceable Assets repurchased by Seller in accordance with Section 8.1(a).

ARTICLE X
MUTUAL INDEMNIFICATION

From and after the date of this Agreement, Buyer shall defend, indemnify and hold harmless Seller against and from any and all liability for, and from and against any and all losses, damages, costs and attorneys fees Seller may suffer as a result of, any Claim that Seller shall incur or suffer as a result of (i) any act or omission of the Buyer or Buyer's agents in connection with the Assets and its purchase of the Assets pursuant to the Agreement (including Claims relating to allegedly improper credit reporting or collections practices by Buyer), (ii) the inaccuracy of any of Buyer's representations or warranties herein, (iii) the breach of any of Buyer's covenants, representations or warranties herein, or (iv) any Claim by any Obligor regarding the assignment, subsequent enforcement, servicing or administration of the Asset by Buyer.

From and after the date of this Agreement, Seller shall indemnify and hold harmless Buyer against and from any and all liability for, and from and against any and all losses, damages, costs and attorneys' fees Buyer may suffer as a result of, any Claim that Buyer shall incur or suffer as a result of (i) any act or omission of the Seller or Seller's agents in connection with the sale of Assets pursuant to the Agreement, (ii) the inaccuracy of any of Seller's representations or warranties herein, (iii) the breach of any of Seller's covenants, representations or warranties herein, or (iv) any Claim by any Obligor regarding the origination, assignment, subsequent enforcement, servicing or administration of the Asset by Seller, or by Seller's agent, representative, predecessor or successor in interest prior to the Funding Date. However, Seller shall indemnify Buyer for any alleged breach of Section 8.2(e), only if the request to indemnify is made within 180 days from the applicable Funding Date, consistent with Section 8.1 herein.

ARTICLE XI
ASSIGNMENT OF RIGHTS TO THIRD PARTIES

Assignment After Closing Date and Each Funding Date. With respect to any Asset, the Buyer and any subsequent owner shall have the right, at any time after each applicable Funding Date, to assign its rights in, under and/or to any Asset to any subsequent transferee of such Asset; provided, however, that Buyer shall give Seller thirty (30) days prior written notice of its intent to sell any Asset. Such written notice shall contain the name, address, financial information relating to the proposed transferee, and the proposed transfer date. Seller shall have the right to perform due diligence on the subsequent proposed transferee and further have the right to deny the sale if, in Seller's sole discretion, it decides that the subsequent proposed transferee is not acceptable. Seller shall provide Buyer with written notice of its acceptance or denial within ten Business Days of Buyer's delivery of written notice to Seller of its intention to so assign its rights. A transferee that is acceptable to Seller shall be bound by all of the terms and provisions of this

Agreement and any confidentiality agreement between Buyer and Seller relating to this Agreement, and Buyer shall remain liable for all obligations of Buyer to Seller hereunder, notwithstanding such assignment.

Notwithstanding anything to the contrary above, Buyer may pledge and/or assign the Assets and/or an interest in this Agreement to a lender financing the acquisition of the Assets and/or an interest in this Agreement, pursuant to a pledge of a security interest to such lender. In addition to the forgoing obligations of the Buyer under this section, Buyer shall defend and indemnify Seller and its parent, subsidiaries, affiliates, directors, officers and employees harmless against any claim, action, demand, proceeding, and suit, whether or not groundless, and against every liability, cost or damage resulting there from (including legal fees and related costs), arising out of or directly or indirectly from: (i) any material breach by Buyer or its transferee of Buyer's representation and warranties, covenants or obligations contained in the Agreement, or (ii) any act or omission by Buyer or its transferee or its agents, officers or employees with respect to any Asset that occurs after each applicable Funding Date.

Under no circumstances will the Seller be required to deal directly with any subsequent owner and/or assignees of the Buyer and regardless of any subsequent transfer or assignment of any Asset, Buyer agrees to communicate directly with the Seller for all matters related to this Agreement after the Closing Date.

Any breach in the terms set forth in this Article XI will result in Buyer paying Seller, as liquidated damages, the amount defined in the Purchase Price herein.

ARTICLE XII
NOTICE OF OBLIGOR CLAIMS OR LITIGATION

During the term of this Agreement, each party shall promptly notify the other party of any Claim, threatened Claim, or litigation filed by any Obligor against that party that arises from or relates to any of the Assets purchased hereunder. Such notification shall be by certified mail return receipt requested and shall be addressed as follows, or provided in any other mutually agreed to manner:

To Buyer:

Name:	Joan Flees
Address:	30955 Northwestern Hwy Farmington Hills, MI 48334
Phone:	248-737-1300 Ext. 200
Fax:	248-932-9814
Email:	jflees@federatedcapital.com

To Seller:		With copy to:
Name:	Advanta Bank Corp.	Advanta Bank Corp.
Attn:	Treasury Department Welsh and McKean Roads Spring House, PA 19477	General Counsel 40 Clementon Road East Gibbsboro, NJ 08026
Subject:	Charge-Off Sales	Charge off Sale
Telephone:	(215) 444-5380	(215) 444-3636
Facsimile:	(215)	(215)

ARTICLE XIII
RETAINED CLAIMS

Buyer and Seller agree that the sale of the Assets pursuant to this Agreement shall exclude the transfer to Buyer of any and all claims and/or causes of action Seller has or may have (i) against officers, directors, employees, insiders, accountants, attorneys, other persons employed by Seller, underwriters or any other similar persons who have caused a loss to Seller in connection with the initiation, origination or administration of any of the Assets, or (ii) against any third parties involved in any alleged fraud or other misconduct relating to the making or servicing of any of the Assets.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.1 Severability

If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

Section 14.2 Rights Cumulative; Waivers

The rights of each of the parties under this Agreement are cumulative and may be exercised as often as any party considers appropriate under the terms and conditions specifically set forth. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by express waiver or variation in writing, any variation of that, or any other such right. Any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such rights. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 14.3 Assignment

Subject to the restrictions set forth in Article XI, this Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the Addenda, Exhibits and Schedules hereto, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representative, successors and assigns.

Section 14.4 Prior Understanding

This Agreement supersedes any and all prior discussions and agreement between Seller and Buyer with respect to the purchase of the Assets listed on each Funding Tape and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transaction contemplated herein.

Section 14.5 Integrated Agreement

This Agreement and all Addenda, Exhibits and Schedules hereto constitute the final expression of the intent and understanding of Buyer and Seller. This Agreement shall not be altered or modified except by a subsequent writing, signed by Buyer and Seller.

Section 14.6 Governing Law/Choice of Forum

This Agreement shall be construed, and the rights and obligations of Seller and Buyer hereunder determined, in accordance with the laws of the State of Utah. Any lawsuits arising under this Agreement shall be brought in the Commonwealth of Pennsylvania, the location of Seller's Treasury Department.

Section 14.7 Calculation of Calendar Day

If any date upon which or by which action is required under this Agreement is not a Business Day, then the date for such action shall be extended to the first day that is after such date and is not a Saturday, Sunday or legal holiday recognized by the State of Utah or the United States Federal Government.

Section 14.8 Expenses

Except as otherwise expressly provided in this Agreement, Buyer and Seller will each bear its own out-of-pocket expenses, including fees and disbursements of its attorneys, brokers, consultants and any other agents or representatives, in connection with the transaction contemplated by this Agreement. Seller shall be responsible for all costs and expenses relating to the Assets that were incurred by Seller prior to the Closing Date and the applicable Funding Date.

Section 14.9. Limited Power of Attorney

Seller shall grant Buyer a limited Power of Attorney, the form of which is attached as Exhibit E.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

BUYER: **FEDERATED FINANCIAL CORPORATION OF AMERICA**

By:_____

Print Name:
Title:

SELLER: **ADVANTA BANK CORP.**

By: Michael Coco

Print Name: Michael Coco
Title: Vice President and Treasurer

SCHEDULE I

FUNDING TAPE

EXHIBIT A

FORM OF FUNDING STATEMENT

This Funding Statement is dated as of [January __, 2007] between Advanta Bank Corp. (the "Seller") and Federated Financial Corporation of America (the "Buyer").

Pursuant to terms and conditions of the Forward Flow Asset Purchase and Sale Agreement dated as of December 15, 2006 between the parties hereto (the "Agreement"), the Buyer hereby agrees to wire the Purchase Price to the Seller on the Funding Date.

Funding Date:	
Cut-off Date:	Close of business on [date]
Current Balance:	$
Purchase Price Percentage:	%
Purchase Price:	$
Number of Assets:	

Any terms used herein and not otherwise defined will have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Funding Statement by their duly authorized officers as of the date first shown above.

Buyer	Advanta Bank Corp.
By: _____	By: _____
Name:	Name: Michael Coco
Title:	Title: Vice President and Treasurer

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

The undersigned Seller (the "Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Federated Financial Corporation of America, organized under the laws of the state of Michigan (the "Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, except as provided in the Forward Flow Asset Purchase and Sale Agreement dated December 15, 2006, by and between Assignor and Assignee, all of Assignor's right, title and interest in and to each of the assets identified in the Funding Tape (the "Assets"), together with the right to collect all principal, interest, other amounts due or other proceeds of any kind with respect to the Assets remaining due and owing as of the Cut-Off Date (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the Cut-Off Date.

DATED: [ ]

ASSIGNOR: **ADVANTA BANK CORP.**

By: _____
Name: Michael Coco
Title: Vice President and Treasurer

EXHIBIT C

WIRE INSTRUCTIONS

Seller's Wire Instructions

Bank Name: Advanta Bank Corp.
ABA Number:
Account Number:
Regarding: [XXX month] Contractual Forward Flow Sale

Buyer's Wire Instructions

Bank Name: Standard Federal Bank
ABA Number:
Credit to Account: Federated Financial Corp of America Reconciliation Account
Account Number:

EXHIBIT D

FORM OF CONFIRMATION OF ASSIGNMENT OF CLAIM

Assignor: Advanta Bank Corp.
Account Number:
Signing Individual (Obligor):
Business Name:
Amount Owed on Date of Assignment:
Date of Assignment:

The undersigned, [Michael Coco], employed by Advanta Bank Corp. ("Advanta") confirms and acknowledges that on the date of assignment listed above, for value received, it assigned, transferred and conveyed to Federated Financial Corporation of America all right, title and interest, in and to its claim on and against the account identified above, in the amount stated above, plus interest, costs and any other properly chargeable claims.

Advanta issued a credit card to the above named Signing Individual and assigned the account number identified above. On or about the time the credit card was issued to the Signing Individual, Advanta mailed an Advanta Business Card Agreement (the "Agreement") to the Signing Individual at the address provided during the application process, setting forth terms and conditions that govern the account.

Advanta mailed account statements to the Signing Individual based on the account activity. Generally statements indicated new charges, the previous balance, the new balance, the minimum amount due, the finance charge rate and amount, and mailing address among other items.

This assignment is executed this ____ day of the month of _____, [2007].

ADVANTA BANK CORP.

_____
Michael Coco
Vice President and Treasurer

The foregoing assignment is sworn to and subscribed before me this

_____ Day of the month of _____, [2007].

My commission expires: _____

Exhibit E

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Advanta Bank Corp. ("Seller"), with respect to those certain Assets being purchased by Buyer, described in that certain Forward Flow Asset Purchase and Sale Agreement dated December 15, 2006 (the "Agreement") between Seller and Federated Financial Corporation of America ("Buyer"), hereby names, constitutes and appoints Buyer, or any of its authorized agents, employees or representatives, its duly authorized attorney and agent with limited power and authority to i) endorse checks and other negotiable instruments relating to the Assets which may be received by the Buyer; ii) perfect, maintain, and release any security interests in the Assets; iii) transfer and obtain any titles or evidence of ownership relating to the Assets; iv) settle any insurance claims and apply for any insurance, warranty or sales tax refunds relating to the Assets; and v) to perform any and all acts relating to the Assets which the undersigned was entitled to do as the owner of said Assets being purchased by Buyer.

EXECUTED this _____ day of _____ 200_,

SELLER: **Advanta Bank Corp.**

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 200_ by _____ as _____ on behalf of Advanta Bank Corp.

_____
Notary Public in and for the State of _____

EXHIBIT F

FORM OF UCC FINANCING STATEMENT