

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
<i>ADVANTA CORP, et al.</i> ¹	)	Case No. 09-13931 (KJC)
)	
Debtors.	)	(Jointly Administered)
	)	Objection Deadline: January 11, 2010, 4:00 p.m.
	)	Hearing Date: February 4, 2010, 11:00 a.m.

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR
AUTHORITY TO EMPLOY AND RETAIN THE GARDEN CITY GROUP, INC.
AS COMMUNICATIONS AGENT FOR
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

The Official Committee of Unsecured Creditors (the “Committee”) of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) hereby submits, by and through its undersigned counsel, this application (the “Application”) for an order authorizing the Committee to retain and employ The Garden City Group, Inc. (“Garden City”), *nunc pro tunc* to December 2, 2009, as communications agent pursuant to Sections 105(a), 156(c), 1102(b)(3) and 1103(c) of title 11 of the United States Code (as amended from time to time, the “Bankruptcy Code”), Rule 2002 of the Bankruptcy Rules, and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure in the United States Bankruptcy Court for the District of Delaware (the “Local Rules”). In support of this Application, the Committee relies upon the declaration of Jeffrey S. Stein, the Vice President of Garden City (the “Stein Declaration”), a copy of which is attached hereto as Exhibit A and incorporated by reference herein. In support of this Application, the Committee respectfully states as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtors’ federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), and Advanta Credit Card Receivables Corp. (7955).

JURISDICTION

1. This Court has jurisdiction over this Application under 28 U.S.C. §§ 157 and 1134. This is a core proceeding as defined in 28 U.S.C. § 157. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On November 4, 2009 (the "Petition Date"), the Debtors filed with this Court their voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses and manage their properties as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. Pursuant to an order of this Court, the Chapter 11 Cases have been procedurally consolidated and are being jointly administered.

3. On November 24, 2009, the United States Trustee for the District of Delaware appointed the Committee pursuant to section 1102 of the Bankruptcy Code. The Committee selected Latham & Watkins LLP as its counsel. The Committee consists of the following members: (i) The Bank of New York Mellon, indenture trustee; (ii) Stonehill Capital Management, LLC; (iii) DVL Incorporated; (iv) Brandywine Operating Partnership; and (v) Law Debenture Trust Company of New York, indenture trustee.

4. Garden City is currently retained by the Debtors as claims and noticing agent to provide certain noticing and claims processing administration services in the Chapter 11 Cases.

RELIEF REQUESTED

5. This Application is made pursuant to Sections 105(a), 156(c), 1102(b)(3) and 1103(c) of the Bankruptcy Code for an order: (a) appointing Garden City to act as communications agent for the Committee; and (b) authorizing the retention and employment of Garden City and the payment of Garden City's fees by the Debtors' estates without requiring the submission of fee applications, as more fully described below and in that certain Agreement to Provide Communications Services, dated as of

December 2, 2009 (the “Services Agreement”), attached hereto as Exhibit B.² Garden City will undertake, inter alia, the following actions and procedures:

- a. Establish and maintain an Internet-accessible website (the “Committee Website”) that provides, without limitation:
 - i. a link or other form of access to the website maintained by the Debtors’ claims and noticing agent at <http://www.advantareorg.com>, which shall include, among other things, the case docket;
 - ii. general information concerning the Debtors, including case dockets, access to docket filings, and general information concerning significant parties in the Chapter 11 Cases;
 - iii. highlights of significant events in the Chapter 11 Cases;
 - iv. a calendar with upcoming significant events in the Chapter 11 Cases;
 - v. a general overview of the Chapter 11 process;
 - vi. responses to creditor inquiries, comments and requests for access to information; provided, that the Committee may privately provide such responses in the exercise of its reasonable discretion, including in light of the nature of the information request and the creditor’s agreements to appropriate confidentiality and trading constraints;
 - vii. answers to frequently asked questions; and
 - viii. links to other relevant websites (e.g., the Debtors’ claims agent site, the Debtors’ reorganization site, the Court docket and website, and the website of the Office of the United States Trustee); and
- b. Establish and maintain a telephone number and electronic mail address for creditors to submit questions and comments.

BASIS FOR RELIEF

6. By this Application, the Committee seeks entry of the proposed order substantially in the form attached hereto as Exhibit C appointing Garden City to act as its official

² While Garden City is charging its normal and customary rates for the services set forth in the Services Agreement, in order to maintain its confidentiality and competitive position, the fee structure has not been included with this Application. The fee structure has been provided to the Debtors, the United States Trustee and a copy will be provided to the Court.

communications agent and to assist the Committee in complying with its obligations under Section 1102(b)(3) of the Bankruptcy Code, which provides that:

- (3) A committee appointed under subsection (a) shall –
 - (A) provide access to information for creditors who –
 - (i) hold claims of the kind represented by the committee; and
 - (ii) are not appointed to the committee;
 - (B) solicit and receive comments from the creditors described in subparagraph (A); and
 - (B) be subject to a court order that compels any additional report or disclosure to be made to the creditors described in subparagraph (A).

11 U.S.C. § 1102(b)(3).

7. The Committee believes that the retention of Garden City will best enable the Committee to comply with its obligations under Section 1102(b)(3) of the Bankruptcy Code and add to the effective administration of and reduce the overall expenses in the Chapter 11 Cases. As the current claims and noticing agent for the Debtors, Garden City’s responsibilities with regard to the Committee will be cost efficient and avoid duplicate effort by multiple parties in providing the Debtors’ unsecured creditors with access to information in connection with the Chapter 11 Cases.

8. Section 156(c) of the Bankruptcy Code, which governs the staffing and expenses of this Court, authorizes the Court to use facilities other than those of the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware (the “Clerk’s Office”) while administering these chapter 11 cases. Specifically, Section 156(c) provides:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. §156(c). There are thousands of creditors and other parties in interest in these chapter 11 cases. Garden City will be able to distribute information on behalf of the Committee, the distribution of which would be unduly burdensome on the Clerk's Office.

9. Garden City is particularly well suited to perform the foregoing tasks. Garden City is one of the country's leading Chapter 11 administrators, and specializes in noticing, claims processing, balloting and other administrative tasks necessary to operate Chapter 11 cases effectively. Recent large Chapter 11 cases in this and other Districts in which Garden City has been retained as noticing and claims agent or communications agent and created websites to provide access to information include: In re Nailite International, Inc., No. 09-10526 (MFW) (Bankr. D. Del. 2008); In re Jancor Companies Inc., No. 08-12556 (MFW) (Bankr. D. Del. 2008); In re Comfort Co., Inc., No. 08-12305 (MFW) (Bankr. D. Del. 2008); In re Pierre Foods, Inc., No. 08-11480 (KG) (Bankr. D. Del. 2008); In re DG Liquidation Corp., No. 08-10601 (CSS), In re KCMVNO, Inc., No. 08-10600 (BLS) (Bankr. D. Del. 2008); In re Supplements LT Inc., No. 08-10446 (KJC); In re ProRhythm, Inc., No. 07-11861 (KJC) (Bankr. D. Del. 2007); In re S-Tran Holdings, Inc., No. 05-11391 (RB 2005) (Bankr. D. Del. 2005); In re The Flintkote Company, No. 04-11300 (JKF) (Bankr. D. Del. 2004); In re Magnatrx Corporation, No. 03-11402 (PJW) (Bankr. D. Del. 2003); In re ACandS, Inc., No. 02-12687 (RJN) (Bankr. D. Del. 2002); In re Federal-Mogul, No. 01-10578 (AMW) (Bankr. D. Del. 2001); In re BearingPoint, Inc., No. 09-10691 (REG) (Bankr. S.D.N.Y. 2009); In re Fortunoff Holdings, LLC, No. 09-10497 (RDD) (Bankr. S.D.N.Y. 2009); In re The Star Tribune Holdings Corporation No. 09-10244 (Bankr. S.D.N.Y. 2009); In re Lenox Sales, Inc. No. 08-14679 (ALG) (Bankr. S.D.N.Y. 2008); In re Alper Holdings USA, Inc., No. 07-12148 (BRL) (Bankr. S.D.N.Y. 2007); In re Our Lady of Mercy Medical Center, No. 07-10609 (REG) (Bankr. S.D.N.Y. 2007); In re Akadine Press, Inc., No. 06-22002 (ASH) (Bankr. S.D.N.Y. 2006); In re New York Racing Association, No. 06-12618 (JMP) (Bankr. S.D.N.Y. 2006); In re Saltire Industrial, Inc., No. 04-15389 (BRL) (Bankr. S.D.N.Y. 2004); and In re General Media, Inc., No. 03-15078 (SMB) (Bankr. S.D.N.Y. 2003). In addition, as the Debtors' claims and noticing agent in the Chapter 11 Cases, Garden City is uniquely qualified to assist the Committee in providing the Debtors' unsecured creditors

with access to information as required by Section 1102(b)(3) of the Bankruptcy Code in the most cost-effective and efficient manner.

10. Taken together, the Committee submits that the retention and employment of Garden City as communications agent to the Committee will promote the efficient and cost-effective dissemination of information and therefore is in the best interests of the Debtors, their estates, the Committee and its constituency, and all parties in interest.

TERMS OF RETENTION

11. The Committee proposes to retain Garden city on the terms and conditions, including as to fees and expenses charged, as set forth in the Services Agreement. The Committee respectfully submits that Garden City's rates for services rendered to the Committee in connection with the Chapter 11 Cases are reasonable, competitive and comparable to the rates charged by their competitors for similar services.

12. Furthermore, the Committee respectfully submits that the fees and expenses incurred by Garden City are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals. Specifically, the Committee requests authorization for Garden City to be compensated by the Debtors' estates on a monthly basis, in accordance with the terms and conditions set forth in the Services Agreement, upon Garden City's submission to the Debtors of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection with services provided by Garden City to the Committee. Prior to the submission of this Application to the Court, the Debtors approved such submission of invoices to the Debtors.

GARDEN CITY'S DISINTERESTEDNESS

13. Although the Committee does not propose to retain Garden City under Section 327 of the Bankruptcy Code, Garden City has nonetheless conducted a conflicts analysis and, to the best of its knowledge and except to the extent disclosed in the Stein Declaration, Garden City neither holds nor represents an interest adverse to the interests of the Committee or the Debtors' estates with respect to the matters upon which Garden City would be employed and the Committee believes that its employment

will be in the best interest of the creditors which the Committee represents, as well as the Debtors' estates. Should Garden City discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Garden City will use reasonable efforts to file promptly a supplemental affidavit.

NOTICE

14. No trustee or examiner has been appointed in the Chapter 11 Cases. The Creditors' Committee has provided notice of this Application to: (a) counsel to the Debtors and (b) the Office of the United States Trustee for the District of Delaware. In light of the nature of the relief requested, the Creditors' Committee respectfully submits that no further notice is necessary.

NO PRIOR REQUEST

15. No previous motion for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Committee requests entry of an order in the form annexed hereto as Exhibit C authorizing the Committee to retain Garden City as information agent as set forth in this Application and the Services Agreement, nunc pro tunc to December 2, 2009, pursuant to Sections 105(a), 1102(b)(3) and 1103(c) of Bankruptcy Code, and granting the Committee such other and further relief as the Court may deem just and proper.

Dated: December 21, 2009
Wilmington, Delaware

**ON BEHALF OF THE OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS OF ADVANTA
CORPORATION, ET AL.**

/s/ Michael Stern
Michael Stern
Stonehill Capital Management
885 Third Avenue, 30th Floor
New York, NY 10022

DRINKER BIDDLE & REATH LLP

/s/ Howard A. Cohen
Howard A. Cohen (DE 4082)
1100 N. Market Street, Suite 1000
Wilmington, DE 19801
Telephone: (302) 467-4200
Facsimile: (302) 467-4201

and

Latham & Watkins LLP
Mitch A. Sedier (admitted *pro hac vice*)
Roger G. Schwartz (admitted *pro hac vice*)
Aaron M. Singer (admitted *pro hac vice*)
885 Third Avenue, Suite 1000
New York, NY 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864

Counsel for the Official Committee of Unsecured
Creditors of Advanta Corporation, *et al.*

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

----- X
In re: : Chapter 11
: :
ADVANTA CORP, *et al.*,¹ : Case No. 09-13931 (KJC)
: :
Debtors. : (Jointly Administered)
----- X

**Hearing Date: February 4, 2010 at 11:00 a.m.
Objection Deadline: January 11, 2010 at 4:00 p.m.**

NOTICE OF APPLICATION

TO: THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; COUNSEL TO THE DEBTORS; AND ALL PARTIES THAT HAVE REQUESTED NOTICE PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 2002.

Proposed Delaware Counsel for the Official Committee of Unsecured Creditors has filed the ***APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AUTHORITY TO EMPLOY AND RETAIN THE GARDEN CITY GROUP, INC. AS COMMUNICATIONS AGENT FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS*** (the "Application").

Responses to the Application, if any, must be filed on or before **4:00 p.m. (E.T.) January 11, 2010** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

At the same time, you must also serve a copy of the response upon the undersigned counsel so that the response is received on or before the Objection Deadline.

A HEARING ON THE APPLICATION WILL BE HELD ON **FEBRUARY 4, 2010 AT 11:00 A.M. (E.T.)**, BEFORE THE HONORABLE KEVIN J. CAREY, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5th FLOOR, WILMINGTON, DELAWARE 19801.

¹ The Debtors in these cases, along with the last four digits of each Debtors' federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), and Advanta Credit Card Receivables Corp. (7955).

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: December 21, 2009
Wilmington, Delaware

DRINKER BIDDLE & REATH LLP

/s/ Howard A. Cohen
Andrew C. Kassner (DE 4507)
Howard A. Cohen (DE 4082)
1100 N. Market Street, Suite 1000
Wilmington, DE 19801
Telephone: (302) 467-4200
Facsimile: (302) 467-4201

- and -

Robert K. Malone (*pro hac vice*)
500 Campus Drive
Florham Park, NJ 07932-1047
Telephone: (973) 360-1100
Facsimile: (973) 360-9831

Proposed Counsel for the Official
Committee of Unsecured Creditors

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:	)	Chapter 11
<i>ADVANTA CORP, et al.</i> ¹	)	Case No. 09-13931 (KJC)
Debtors.	)	(Jointly Administered)

**DECLARATION OF JEFFREY S. STEIN IN SUPPORT OF THE
APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR
AUTHORITY TO EMPLOY AND RETAIN THE GARDEN CITY GROUP, INC.
AS COMMUNICATIONS AGENT FOR
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

State of New York)
) ss:
County of Suffolk)

I, Jeffrey S. Stein, being duly sworn, deposes and says:

1. I am the Vice President of The Garden City Group, Inc. ("Garden City") and I am authorized to make and submit this declaration (the "Declaration") on behalf of Garden City. This Declaration is submitted in support of the Application of the Official Committee of Unsecured Creditors (the "Committee") of Advanta Corporation, *et al.*, (collectively, the "Debtors"), for authorization to retain Garden City as communications agent (the "Agent") in the Debtors' Chapter 11 Cases,² pursuant to §§ 11 U.S.C. 105(a), 156(c), 1102(b)(3) and 1103(c) (the "Application") and to approve the related agreement, *nunc pro tunc* to December 2, 2009]. The statements contained herein are based upon personal knowledge.

¹ The Debtors in these cases, along with the last four digits of each Debtors' federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), and Advanta Credit Card Receivables Corp. (7955).

² Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Application.

2. Garden City is one of the country's leading Chapter 11 administrators with expertise in noticing, claims processing, balloting and distribution. In the normal course of its business, Garden City is often called upon to create websites for the purpose of providing access to information to creditors. Garden City is well qualified to provide the Committee and the Debtors' creditors with access to information in connection with the Chapter 11 Cases. Recent large Chapter 11 Cases in this and other Districts in which Garden City has been retained as noticing and claims agent or communications agent and created websites to provide access to information include: In re Nailite International, Inc. No. 09-10526 (MFW) (Bankr. D. Del. 2008); In re Jancor Companies Inc., No. 08-12556 (MFW) (Bankr. D. Del. 2008); In re Comfort Co., Inc. No. 08-12305 (MFW) (Bankr. D. Del. 2008); In re Pierre Foods, Inc., No. 08-11480 (KG) (Bankr. D. Del. 2008); In re DG Liquidation Corp., No. 08-10601 (CSS), In re KCMVNO, Inc., No. 08-10600 (BLS) (Bankr. D. Del. 2008); In re Supplements LT Inc., No. 08-10446 (KJC); In re ProRhythm, Inc., No. 07-11861 (KJC) (Bankr. D. Del. 2007); In re S-Tran Holdings, Inc., No. 05-11391 (RB 2005) (Bankr. D. Del. 2005); In re The Flintkote Company, No. 04-11300 (JKF) (Bankr. D. Del. 2004); In re Magnatrax Corporation, No. 03-11402 (PJW) (Bankr. D. Del. 2003); In re ACandS, Inc., No. 02-12687 (RJN) (Bankr. D. Del. 2002); In re Federal-Mogul, No. 01-10578 (AMW) (Bankr. D. Del. 2001); In re BearingPoint, Inc., No. 09-10691 (REG) (Bankr. S.D.N.Y. 2009); In re Fortunoff Holdings, LLC, No. 09-10497 (RDD) (Bankr. S.D.N.Y. 2009); In re The Star Tribune Holdings Corporation No. 09-10244 (Bankr. S.D.N.Y. 2009); In re Lenox Sales, Inc. No. 08-14679 (ALG) (Bankr. S.D.N.Y. 2008); In re Alper Holdings USA, Inc., No. 07-12148 (BRL) (Bankr. S.D.N.Y. 2007); In re Our Lady of Mercy Medical Center, No. 07-10609 (REG) (Bankr. S.D.N.Y. 2007); In re Akadine Press, Inc., No. 06-22002 (ASH) (Bankr. S.D.N.Y. 2006); In re New York Racing Association, No. 06-12618 (JMP) (Bankr. S.D.N.Y. 2006); In re Saltire Industrial, Inc., No. 04-15389 (BRL) (Bankr. S.D.N.Y. 2004); and In re General Media, Inc., No. 03-15078 (SMB) (Bankr. S.D.N.Y. 2003). In addition, as the current claims and noticing agent in the Chapter 11 Cases, Garden City is uniquely qualified to assist the Committee in providing the Debtors' unsecured creditors with access to information as required by Section 1102(b)(3) of the Bankruptcy Code in the most efficient manner.

3. The Committee selected Garden City to serve as its communications agent for the Chapter 11 Cases, as set forth in more detail in the Application filed contemporaneously herewith. Except to the extent provided herein and in the Application, to the best of my knowledge, neither Garden City, nor any of its professional personnel, has any relationship with the Committee or the Debtors that would impair Garden City's ability to serve as Agent. Garden City does have relationships with some of the Debtors' creditors, but they are in matters completely unrelated to these Chapter 11 cases, either as vendors or in cases where Garden City serves in a neutral capacity as a class action settlement claims administrator. Garden City's assistance in the cases where Garden City acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notice and other administrative functions in class actions. Garden City has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these Chapter 11 cases. In addition, Garden City personnel may have relationships with some of the Debtors' creditors; however, such relationships are of a personal financial nature and completely unrelated to these Chapter 11 cases. Garden City has and will continue to represent clients in matters unrelated to these Chapter 11 cases and has had and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these cases.

4. Since 1999, Garden City has been a wholly owned subsidiary of Crawford & Company, an insurance risk-adjusting firm. I am advised that Crawford & Company has no material relationship with the Debtors and while it may have rendered services to certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to Garden City's representation of the Debtors in the Chapter 11 Cases.

5. Garden City is a "disinterested person," as that term is defined in Section 101(14) of the Bankruptcy Code, in that Garden City and its professional personnel: (a) are not creditors, equity security holders or insiders of the Debtors; (b) are not and were not, within two years before the date of the filing of the Debtors' petitions, directors, officers or employees of the Debtors; and (c) do not have an

interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 18th day of December, 2009.

/s/ Jeffrey S. Stein
Jeffrey S. Stein

Subscribed and sworn to before me
this 18th day of December 2009 by Jeffrey S. Stein,
proved to me on the basis of satisfactory evidence to be
the person who appeared before me.

/s/ Debra Wolther

Notary Public, State of New York
Commission # 02W04853469
Expires January 27, 2010

EXHIBIT B



The Garden City Group, Inc.*

AGREEMENT TO PROVIDE COMMUNICATIONS SERVICES

This Agreement To Provide Communications Services (the "Agreement"), dated as of December 2, 2009, is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and the Official Committee of Unsecured Creditors (the "Client") of Advanta Corporation, et al. (the "Debtors").

The Client desires to retain the Company to perform certain services for the Client regarding creditor access to information, and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Client. Such services are hereinafter referred to as "Services." The Client agrees and understands that none of the Services constitutes legal advice.

2. Payment for Services; Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Client agrees to file an application with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") to require the Debtors to pay the Company its fees (subject to Bankruptcy Court approval in the event of an unresolved dispute) without the need to file formal fee applications and through the submission by the Company to the Debtors, the Client, and the United States Trustee of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith. Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Debtors shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Debtors and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3 Billing and Payment. Except as otherwise provided herein, the Company shall bill the Debtors for its fees and expenses on a monthly basis, and the Debtors shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred.

2.4 No Billing or Charges to the Client. For the avoidance of doubt, the Company shall not bill the Client or any of its members or advisors for any compensation, payment or expenses charged or incurred by the Company in connection with the performance of the Services or this agreement, and the Client and its members and advisors shall not be liable for any compensation, payment or expenses that may be charged or incurred by the Company in connection with the performance of the Services or this agreement.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by the Company or the Client, the non-breaching party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of notice from the non-breaching party or (ii) in the case of any material breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than forty-five (45) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee or agent of the Debtors or the Client. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Debtors to their employees, and the Debtors will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Debtors. Nothing in this Agreement requires the Client to use the Company for any future work relating to the Services, and in the event the Client decides to use another party for such future work, the Company agrees to cooperate fully with the Client to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Client is responsible for the accuracy of all programs, data and other information it submits to the and for the output of such information. The Company may undertake to place that data and information into certain systems and programs. The Company does not verify information provided by the Client.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Client and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Client (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information

only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction, or where required by applicable law, regulation or administrative order .

6.2 Protection of Intellectual Property. The Client acknowledges that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Client shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client agrees that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Client further agrees that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3 Scope. The foregoing obligations in Section 6.1 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) any information that was available to the Receiving Party on a non-confidential basis from a third party source, provided that such source was not bound by a confidentiality agreement with the Disclosing Party; (c) any disclosure required by applicable law; or (d) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement. Any proceeding arising out of this agreement shall be heard exclusively by the Bankruptcy Court, to whose jurisdiction and forum the Company and the Client irrevocably submit. Notwithstanding the previous sentence, to the extent the Bankruptcy Court declines to hear any proceeding arising out of this agreement, such proceeding shall be heard by any state or federal court sitting in the city and county of New York, to whose jurisdiction and forum the Company and the Client irrevocably submit.

8. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

9. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or if mailed, five days after the date of deposit in the United States mail, or if sent by overnight courier, one business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, President; and if to the Client, to Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834, Attention: Roger G. Schwartz, Esquire and Aaron M. Singer, Esquire.

10. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

11. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

12. Assignment. This Agreement and the rights and obligations of the Company and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

13. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Client relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Client. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

**ON BEHALF OF THE OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS OF ADVANTA
CORPORATION, ET AL.**

THE GARDEN CITY GROUP, INC.

By: /s/ Michael Stern
Name: Michael Stern
Title: Chair on behalf Stonehill
Capital Management

By: /s/ Karen Shear
Name: Karen Shear
Title: EVP-GC

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
<i>ADVANTA CORP, et al.</i> ¹	)	Case No. 09-13931 (KJC)
)	
Debtors.)	
	)	(Jointly Administered)
)	

**ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF THE GARDEN CITY GROUP, INC. AS COMMUNICATIONS AGENT
FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

Upon the application (the "Application") of the Official Committee of Unsecured Creditors (the "Committee") of Advanta Corporation, *et al.* (the "Debtors") for the entry of an order pursuant to 11 U.S.C. §§ 105(a), 156, 1102(b)(3) and 1103(c) authorizing the retention of The Garden City Group, Inc. ("Garden City"), *nunc pro tunc* to December 2, 2009, as information agent for the Committee upon the terms set forth in the Application and the Services Agreement,² and upon the Declaration of Jeffrey S. Stein, Garden City's Vice President, in support of the Application; and it appearing that the relief requested in the Application is in the best interests of the Committee, the Debtors' estates and their creditors; and the Court being satisfied that Garden City has the capability and experience to provide the services for which it is to be retained by the Committee, and that Garden City does not hold an interest adverse to the Debtors' estates respecting the matters upon which Garden City is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and sufficient cause appearing therefor; it is hereby

¹ The Debtors in these cases, along with the last four digits of each Debtors' federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), and Advanta Credit Card Receivables Corp. (7955).

² Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Application.

ORDERED, that the Application is approved in its entirety; and it is further

ORDERED, that the Committee is authorized to retain Garden City as its communications agent subject to the terms of the Application and the Services Agreement; and it is further

ORDERED, that Garden City shall perform the services set forth in the Application and that certain Services Agreement, dated as of December 2, 2009, by and between Garden City and the Committee (the “Services Agreement”); and it is further

ORDERED, that Garden City shall deliver to the Committee and the Debtors reasonably detailed monthly invoices setting forth the services provided by Garden City in the prior month and the rates charged for each and the Debtors shall pay Garden City’s fees and expenses as set forth in the Services Agreement, without the necessity of Garden City filing fee applications with this Court; and it is further

ORDERED, that the fees and expenses Garden City incurs in the performance of its services shall be treated as an administrative expense of the Debtors’ chapter 11 estates and be paid by the Debtors in the ordinary course of business without further application to this Court; and it is further

ORDERED, that notwithstanding any provision of the Motion or the Services Agreement to the contrary, the Committee shall have no obligation to indemnify Garden City, or provide contribution or reimbursement to Garden City for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen primarily from Garden City’s gross negligence, willful misconduct or fraud; or (b) settled prior to judicial determination as to Garden City’s gross negligence, willful misconduct or fraud, but determined by this Court, after notice and a hearing, to be a claim or expense for which Garden City should not receive indemnity, contribution or reimbursement under the terms of Garden City’s retention; and it is further

ORDERED, that if before the earlier of: (a) entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (b) the entry of an order closing the Chapter 11 Cases, Garden City believes that it is entitled to the payment

of any amounts by the Committee on account of the Committee's indemnification, contribution and/or reimbursement obligations including, without limitation, the advancement of defense costs, Garden City must file an application therefore in this Court, and the Committee may not pay any such amounts to Garden City before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Garden City for indemnification, contribution and/or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Garden City. All parties in interest shall retain the right to object to any demand by Garden City for indemnification, contribution and/or reimbursement; and it is further

ORDERED, that notwithstanding the possible applicability of Rules 6004(h), 7062 or 9014 of the Federal Rules of Bankruptcy Procedure, the terms and conditions of this Order shall be effective immediately and enforceable upon its entry; and it is further

ORDERED, that the Debtors, the Committee and Garden City are authorized and empowered to take all actions necessary to comply with all duties set forth in the Application, the Services and this Order; and it is further

ORDERED, that to the extent this Order is inconsistent with any prior order or pleading in the Chapter 11 Cases, the terms of this Order shall govern; and it is further

ORDERED, that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2010
Wilmington, Delaware

United States Bankruptcy Judge

**IN THE 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

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this 21st day of December, 2009, I caused a true and correct copy of the *Application of the Official Committee of Unsecured Creditors for Authority to Employ and Retain The Garden City Group, Inc. as Communications Agent for the Official Committee of Unsecured Creditors* to be served on all parties by operation of the Case Management/Electronic Case Filing System for the United States Bankruptcy Court for the District of Delaware.

Dated: December 21, 2009

DRINKER BIDDLE & REATH LLP

/s/ Howard A. Cohen
Howard A. Cohen (DE 4082)
1100 N. Market Street, Suite 1000
Wilmington, DE 19801
Telephone: (302) 467-4200
Facsimile: (302) 467-4201

Proposed Counsel for the Official
Committee of Unsecured Creditors