

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
ADVANTA CORP, <i>et al.</i> , ¹)	Case No. 09-13931 (KJC)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket 126

**CERTIFICATION OF COUNSEL REGARDING 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 undersigned certifies as follows:

1. On December 21, 2009, the Official Committee of Unsecured Creditors (the “Committee”) of the above captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed the Application for Authority to Employ and Retain of Garden City Group, Inc. as Communications Agent for the Official Committee of Unsecured Creditors *Nunc Pro Tunc* to December 2, 2009 [Docket No. 126] (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).
2. The undersigned further certifies that he has reviewed the Court’s docket in the

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).

above-captioned chapter 11 cases and no answer, objection or other responsive pleading to the Application appears thereon. Pursuant to the Notice of Application and Hearing, responses to the Application were to be filed and served no later than 4:00 p.m. (Eastern Standard Time) on January 11, 2009.

3. The Committee received certain informal comments (the “Comments”) to the Application from the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) on Friday January 8, 2009 at 5:22 p.m. In order to facilitate a consensual resolution to the Comments, the Committee agreed to an extension of the objection deadline, through January 13, 2009 at 4:00 p.m. Other than the Comments, the undersigned further certifies that neither he nor the Committee have received further comments, objections or informal responses to the Application. Attached hereto as Exhibit A is a revised form of order resolving the Comments (the “Revised Order”).

4. The Revised Order has been circulated to and is acceptable to the U.S. Trustee and the Debtors. For the convenience of the Court and all parties-in-interest, a blackline of the Revised Order against the proposed form of order filed with the Application is attached hereto as Exhibit B.

WHEREFORE, the Committee respectfully requests that the Revised Order, substantially in the form attached hereto as Exhibit A, be entered at the earliest convenience of the Court.

Dated: January 13, 2010
Wilmington, Delaware

/s/ Howard Cohen
Howard A. Cohen (DE 4082)
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Wilmington, DE 19801
Telephone: (302) 467-4200
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Proposed Co-counsel of the Official
Committee of Unsecured Creditors

- and -

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Email: adam.goldberg@lw.com

Proposed Counsel of the Official Committee
of Unsecured Creditors

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
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ADVANTA CORP, <u>et al.</u> , ¹)	Case No. 09-13931 (KJC)
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Debtors.)	
)	(Jointly Administered)
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**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

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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; provided, however, that at the time invoices are delivered to the Committee and the Debtors, Garden City shall also serve a copy of the invoices upon the Office of the U.S. Trustee; 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 Garden City shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than those described in the Services Agreement, unless such services and indemnification, contribution or reimbursement therefore are approved by the Court; and it is further

ORDERED, that 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; (b) for a contractual dispute in which the Committee alleges the breach of Garden City’s contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists

Theatre Co., 315 F.3d 217 (3d. Cir. 2003); or (c) settled prior to judicial determination as to the exclusions set forth in clauses (a) or (b) above, but determined by the Court, after notice and hearing to be a claim of expense for which Garden City should not receive indemnity, contribution or reimbursement under the terms of the Services Agreement as modified by this Order; 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 under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, Garden City must file an application therefore in this Court, and the Committee shall 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

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	Chapter 11
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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; **provided, however, that at the time invoices are delivered to the Committee and the Debtors, Garden City shall also serve a copy of the invoices upon the Office of the U.S. Trustee;** 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, **Garden City shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than those described in the Services Agreement, unless such services and indemnification, contribution or reimbursement therefore are approved by the Court; and it is further**

ORDERED, that 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) for a contractual dispute in which the**

Committee alleges the breach of Garden City's contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d. Cir. 2003); or (c) settled prior to judicial determination as to Garden City's gross negligence, willful misconduct or fraud**the exclusions set forth in clauses (a) or (b) above,** but determined by this Court, after notice and a hearing, to be a claim ~~or~~**of** expense for which Garden City should not receive indemnity, contribution or reimbursement under the terms of Garden City's retention**the Services Agreement as modified by this Order;** 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 **under the Services Agreement (as modified by this Order),** including, without limitation, the advancement of defense costs, Garden City must file an application therefore in this Court, and the Committee ~~may~~**shall** 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