

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

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<i>In re</i>	:	Chapter 11
	:	
ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-13931 (KJC)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----X	:	Re: Docket No. 426, 471

**ORDER (I) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF GREAT AMERICAN GROUP, LLC AS THE
EXCLUSIVE SALES AGENT FOR SALE OF CERTAIN PERSONAL
PROPERTY *NUNC PRO TUNC* TO APRIL 19, 2010 AND (II) APPROVING
THE SALE OF SUCH PERSONAL PROPERTY BY AUCTION**

Upon the application and motion, dated April 19, 2010 (the "*Application*"), of Advanta Corp. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases, pursuant to sections 327(a), 328, and 363 of title 11 of the United States Code (the "*Bankruptcy Code*"), (i) authorizing the Debtors to retain and employ Great American Group, LLC ("*Great American*") as the exclusive sales agent to sell the Assets², pursuant to the terms as set forth in the engagement letter between the Debtors and Great American, dated April 19, 2010 (the "*Engagement Letter*") and (ii) approving the sale of the Assets by auction, all as more fully described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the

¹ The Debtors in these cases jointly administered chapter 11 cases, along with the last four digits of each Debtor's 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), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp (0726), Advanta Credit Card Receivables Corp. (7955), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328).

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Application

Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties; and the relief requested in the Application being in the best interests of the Debtors, their estates and their creditors; and the Court having reviewed the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court, and upon the record of the hearing on the Application, and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is granted to the extent provided herein; and it is further

ORDERED that the terms of the Engagement Letter are approved and the Debtors are authorized to employ and retain Great American as sales agent, all as contemplated by the Application; and it is further

ORDERED that Great American is authorized to act as the exclusive sales agent with respect to the Assets pursuant to the terms set forth in the Engagement Letter; and it is further

ORDERED that the Debtors are authorized to supplement or amend the list of Excluded Assets pursuant to the procedures set forth in the Engagement Letter; and it is further

ORDERED that Great American is authorized to perform the Services, as set forth in the Engagement Letter; and it is further

ORDERED that the Debtors are authorized to compensate Great American in accordance with the terms and conditions set forth in the Engagement Letter; and it is further

ORDERED that the requirement to submit periodic fee applications pursuant to

sections 330 and 331 of the Bankruptcy Code is waived and Great American shall not be required to keep records of time spent for professional services rendered in these chapter 11 cases; and it is further

ORDERED that within thirty (30) days of the earlier of (i) the completion of the last Auction and (ii) the Sale Termination Date (as defined in the Engagement Letter), Great American shall provide to the Debtors an Expense Summary for filing with the Court, which Expense Summary shall be subject to review pursuant to section 330 of the Bankruptcy Code; and it is further

ORDERED that the indemnification obligations of the Debtors as set forth in section 7.1 of the Engagement Letter are approved, subject during the pendency of these chapter 11 cases to the following:

- a. Great American shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- b. The Debtors shall have no obligation to indemnify Great American, or provide contribution or reimbursement to Great American, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Great American's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of Great American's contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to Great American's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which Great American should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, Great American believes that it is entitled to the payment of any amounts by the Debtors on

account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, Great American must file an application therefore in this Court, and the Debtors may not pay any such amounts to Great American before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Great American for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Great American. All parties in interest shall retain the right to object to any demand by Great American for indemnification, contribution or reimbursement; and

- d. Any limitation of liability or limitation on any amounts to be contributed by the parties to the Engagement Letter under the terms of the Engagement Letter shall be eliminated; and it is further

ORDERED that notice of the Application as provided herein shall be deemed good and sufficient notice of the Application; and it is further

ORDERED that the sale of the Assets pursuant to the procedures outlined in the Application is authorized and the Assets may be sold at the Auctions without any further order of the Court; and it is further

ORDERED that all Assets sold at the Auctions shall be sold free and clear of liens, claims and encumbrances, with any such liens, claims, encumbrances, or interests attaching to the sale proceeds thereof, in all cases without need for further order of this Court; and it is further

ORDERED that the Assets shall be sold on an "as is" and "where is" basis, without any representations of any kind, including as to merchantability or fitness for a particular purpose and without warranty or agreement as to the condition of the Assets; and it is further

ORDERED that no bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the Auctions; and it is further

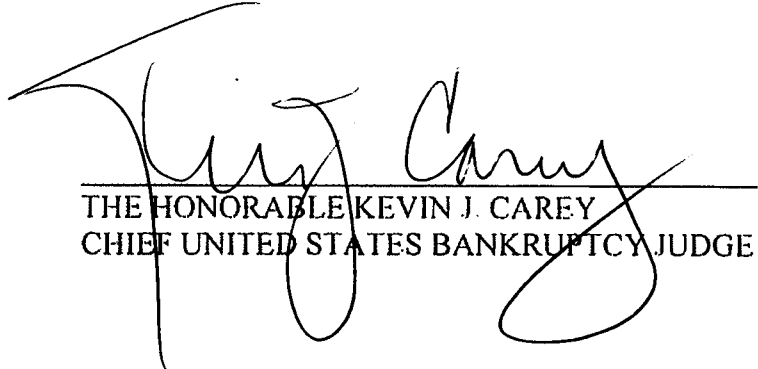
ORDERED that, to the extent that this Order is inconsistent with the Engagement

Letter, this Order shall govern; and it is further

ORDERED that the 14-day stay under Bankruptcy Rule 6004(h) is waived; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: May 10, 2010
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE