

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

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

**CERTIFICATION OF COUNSEL REGARDING ORDER AUTHORIZING  
AND APPROVING THE STIPULATION BETWEEN ASSC AND  
LIBERTY PROPERTY LIMITED PARTNERSHIP EXTENDING TIME  
TO ASSUME OR REJECT THE DRESHER PROPERTY LEASE**

The undersigned hereby certifies as follows:

1. Prior to the Commencement Dates,<sup>2</sup> Liberty Partnership and Debtor ASSC entered into the Lease, by and between ASSC and Liberty Partnership, as landlord for the Dresher Property.
2. On March 2, 2010, the Court entered an order [Docket No. 302] extending the Debtors' time to assume or reject any unexpired leases of nonresidential real property to which the Debtors are a party pursuant to section 365(d)(4) of the Bankruptcy Code (the "**365(d)(4) Period**"), through and including June 7, 2010 (the "**Deadline**"), without prejudice to further

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<sup>1</sup> The Debtors in these 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).

<sup>2</sup> Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Stipulation (as defined herein).

extensions of the 365(d)(4) Period with the prior written consent of any counterparties to such leases.

3. On May 26, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 554] extending the Deadline through and including July 7, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

4. On July 8, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 652] further extending the Deadline through and including July 31, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

5. On August 2, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 690] further extending the Deadline through and including August 31, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

6. On September 1, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 760] further extending the Deadline through and including September 30, 2010, without prejudice to further extensions of the 365(d)(4) Period with period written consent of Liberty Partnership.

7. On the date hereof, Liberty Partnership and ASSC entered into a stipulation (the "Stipulation") whereby they agreed to extend the Deadline with respect to the Lease from September 30, 2010 through and including November 30, 2010 without prejudice to further extensions of the 365(d)(4) Period with the prior written consent of Liberty Partnership.

WHEREFORE, the Debtors respectfully request that the proposed form of order, substantially in the form attached hereto as Exhibit A, approving the Stipulation attached thereto as Exhibit 1, be entered at the earliest convenience of the Court.

Dated: September 30, 2010  
Wilmington, Delaware

/s/Marisa A. Terranova  
Mark D. Collins (No. 2981)  
Paul N. Heath (No. 3704)  
Chun I. Jang (No. 4790)  
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ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

**EXHIBIT A**

**Proposed Order**

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

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

**ORDER AUTHORIZING AND APPROVING THE  
STIPULATION BETWEEN ASSC AND LIBERTY PROPERTY  
LIMITED PARTNERSHIP EXTENDING THE TIME TO ASSUME  
OR REJECT THE DRESHER PROPERTY LEASE**

Upon the stipulation, dated September 30, 2010 (the “*Stipulation*”), of Advanta Corp. (“*Advanta*”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to section 365(a) of the Bankruptcy Code, for authorization to extend the time to assume or reject the Lease<sup>2</sup> through and including November 30, 2010, all as more fully described in the Stipulation; and the Court having jurisdiction to consider the Stipulation and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Stipulation and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court

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<sup>1</sup> The Debtors in these 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), BE 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).

<sup>2</sup> Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Stipulation.

pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Stipulation having been provided to the Parties; and the relief requested in the Stipulation being in the best interests of the Debtors, their estates and their creditors; and the Court having reviewed the Stipulation; and the Court having determine that the legal and factual bases set forth in the Stipulation establish just cause for the relief granted herein; and upon all proceedings had before the Court, and after due deliberation and sufficient cause appearing therefore; it is

ORDERED that the Stipulation attached hereto as *Exhibit 1* is approved; and it is further

ORDERED that ASSC's time to assume or reject the Lease is extended through and including November 30, 2010, *provided, however*, that the Parties may further extend the 365(d)(4) Period with the prior written consent of Liberty Partnership; and it further

ORDERED that the Stipulation may not be changed, modified, or amended except in a writing signed by the Parties and/or their counsel; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: \_\_\_\_\_, 2010  
Wilmington, Delaware

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**The Stipulation**

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

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

**STIPULATION BETWEEN ASSC AND LIBERTY PROPERTY  
LIMITED PARTNERSHIP REGARDING EXTENSION OF TIME  
TO ASSUME OR REJECT THE DRESHER PROPERTY LEASE**

Advanta Corp. (“*Advanta*”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), submit this stipulation (the “*Stipulation*”) and respectfully represent:

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<sup>1</sup> The Debtors in these 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), BE 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). Information regarding the Debtors’ businesses and the background relating to events leading up to these chapter 11 cases can be found in (i) the Declaration of William A. Rosoff in Support of the Debtors’ Chapter 11 Petitions and First-Day Motions, filed on November 8, 2009, (the “*Rosoff Declaration*”), the date the majority of Debtors filed their petitions (the “*Commencement Date*”) under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”), and (ii) that certain supplement thereto, filed on November 20, 2009, the date Advanta Ventures Inc., BE Corp., ideablob Corp. and Advanta Credit Card Receivables Corp. filed their chapter 11 cases (the “*Second Commencement Date*”, and together with the Commencement Date, the “*Commencement Dates*”).



RECITALS:

A. On their respective Commencement Dates, the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code (collectively, the “*Chapter 11 Cases*”), the Debtors are authorized to continue businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”).

B. Prior to the Commencement Dates, Liberty Property Limited Partnership (“*Liberty Partnership*”) and Advanta Shared Services Corp. (“*ASSC*” and, together with Liberty Partnership, the “*Parties*”) entered into that certain unexpired lease of non-residential real property (the “*Lease*”), by and between ASSC and Liberty Partnership as landlord, for that certain non-residential real property located at 700 Dresher Road, Pennsylvania Business Campus, Horsham, Pennsylvania 19044 (the “*Dresher Property*”).

C. On March 2, 2010, the Court entered an order [Docket No. 302] extending the Debtors’ time to assume or reject any unexpired leases of nonresidential real property to which the Debtors are a party pursuant to section 365(d)(4) of the Bankruptcy Code (the “*365(d)(4) Period*”), through and including June 7, 2010 (the “*Deadline*”), without prejudice to further extensions of the 365(d)(4) Period with the prior written consent of any counterparties to such leases.

D. On May 26, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 554] extending the Deadline through and including July 7, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

E. On July 8, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 652] extending the Deadline through and including July 31, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

F. On August 2, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 690] extending the Deadline through and including August 31, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

G. On September 1, 2010, the Court entered an order approving a stipulation between Liberty Partnership and ASSC [Docket No. 760] further extending the Deadline through and including September 30, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

H. The Parties hereby agree to an additional extension of the Deadline with respect to the Lease through and including November 30, 2010, without prejudice to further extensions of the 365(d)(4) Period with prior written consent of Liberty Partnership.

NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE PARTIES AS FOLLOWS:

1. ASSC's time to elect to assume or reject the Lease is extended, pursuant to section 365(d)(4) of the Bankruptcy Code, through and including November 30, 2010. The Parties agree that there shall not be any further extensions of the Deadline without the prior written consent of Liberty Partnership.

2. This Stipulation is valid, shall be binding on the Parties from the date of its execution, and shall inure to the benefit of the Parties hereto and their respective successors,

parents, assigns, affiliates, subsidiaries, agents, executors and legal representatives, and any successor trustee(s) or statutory committee appointed in Debtors' Chapter 11 Cases.

3. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

4. This Stipulation may not be changed, modified, or amended except in a writing signed by the Parties and/or their counsel.

<p>Dated: September 30, 2010</p> <p><u>/s/ Richard A. Barkasy</u> Richard A. Barkasy, Esq. SCHNADER HARRISON SEGAL &amp; LEWIS LLP 824 N. Market Street Suite 800 Wilmington DE 19801 Telephone: (302) 888-4554 Facsimile: (302) 888-1696</p> <p>ATTORNEYS FOR LESSOR</p>	<p>Dated: September 30, 2010</p> <p><u>/s/ Marisa A. Terranova</u> Mark D. Collins (No. 2981) Paul N. Heath (No. 3704) Chun I. Jang (No. 4790) Marisa A. Terranova (No. 5396) RICHARDS, LAYTON &amp; FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701</p> <p>- and-</p> <p>WEIL, GOTSHAL &amp; MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007 Marcia L. Goldstein Robert J. Lemons</p> <p>ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION</p>
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