

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

Chapter 11

Case No. 09-13931 (KJC)

In Re: Advanta Corp., et al.
Debtors

Reporting Period: December 1, 2010 to December 31, 2010

MONTHLY OPERATING REPORT

Required Documents	Form No.	Document Attached	Explanation Attached	Affidavit/Supp. Attached
Schedule of Cash Receipts and Disbursements	MOR-1	X		
Bank Reconciliation (or copies of debtors bank reconciliations)	MOR-1a			X
Schedule of Professional Fees Paid	MOR-1b	X		
Copies of bank statements				
Cash disbursements journals		X		
Statements of Operations				
For the Reporting Period	MOR-2a	X		
For the Period from Petition Date through End of Reporting Period	MOR-2b	X		
Balance Sheets				
As of End of Current Reporting Period	MOR-3a	X		
As of Petition Date	MOR-3b	X		
Status of Postpetition Taxes	MOR-4	X		X
Copies of IRS Form 6123 or payment receipt				
Copies of tax returns filed during reporting period				
Summary of Unpaid Postpetition Debts	MOR-4	X		
Listing of aged accounts payable	MOR-4	X		
Accounts Receivable Reconciliation and Aging	MOR-5	X		
Debtor Questionnaire	MOR-5	X		

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the attached documents are true and correct to the best of my knowledge and belief.



Signature of Authorized Individual*

1/28/11

Date

Philip M. Browne

Printed Name of the Authorized Individual

Printed Name of the Authorized Individual

Chief Financial Officer

Title of Authorized Individual

Title of Authorized Individual

* Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In Re:
Advanta Corp., et al.
Debtors

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period:
December 1, 2010 to
December 31, 2010

Disclaimer

Advanta Corp. and certain of its subsidiaries (collectively, the "Debtors") caution investors and potential investors not to place undue reliance upon the information contained in this Monthly Operating Report, which was not prepared for the purpose of providing the basis for an investment decision relating to any of the securities of Advanta Corp. or any of its subsidiaries or affiliates. The Monthly Operating Report has been prepared solely for the purpose of complying with the operating guidelines as described in the Chapter 11 Trustee Handbook, United States Department of Justice, May 2004 in accordance with 28 U.S.C. § 586(a)(3). The Monthly Operating Report is limited in scope and only covers a limited time period.

The financial statements in the Monthly Operating Report were not audited or reviewed by independent accountants and were not prepared in accordance with accounting principles generally accepted in the United States of America. The Monthly Operating Report presents condensed financial information of the Debtors.

There can be no assurance that, from the perspective of an investor or a potential investor in the securities of Advanta Corp. or any of its subsidiaries or affiliates, the Monthly Operating Report is complete. The Monthly Operating Report may be subject to future adjustment and reconciliation. The Monthly Operating Report also contains information for periods which are shorter or otherwise different from those required in periodic reports pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and such information might not be indicative of the Debtors' financial condition or operating results for the period that would be reflected in the Debtors' financial statements or in reports pursuant to the Exchange Act. The information set forth in the Monthly Operating Report should not be viewed as indicative of future results. This disclaimer applies to all information contained herein. The Debtors reserve all rights to amend the results presented in this Monthly Operating Report.

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

In Re: Advanta Corp., et al.
Debtors

Debtor	Advanta Corp. 09-13931 (KJC)	Advanta Business Services Holding Corp. 09-13935 (KJC)	Advanta Service Corp. 09-13932 (KJC)	Advanta Business Services Corp. 09-13933 (KJC)	Advanta Shared Services Corp. 09-13934 (KJC)	Advanta Finance Corp. 09-13944 (KJC)	Advanta Mortgage Holding Co. 09-13938 (KJC)	Advanta Mortgage Corp. USA 09-13937 (KJC)	Advanta Investment Corp. 09-13942 (KJC)
Cash - Beginning of Reporting Period	\$ 103,744,302	\$ 2,287,327	\$ 1,644	\$ 844,863	\$ 1,068,465	\$ 4,990	\$ 90	\$ 49,990	\$ 4,990
Receipts									
Receivable Receipts	1,077,931								
Investment Income	38,067	173,075							
C/O Sale Portfolio Recoveries	21,057			1,722					
Other Receipts	5,787,606			1,722	6,459,100				
Total Receipts	6,924,661	173,075			6,459,100				
Intercompany Transfers In / (Out)	92,415				(92,415)				
Disbursements									
Personnel Costs	730,708								
Advertising Costs	-								
Equipment Costs	9,391								
Net Occupancy Costs	35,092								
Other Costs	389,894								
Business Taxes / Licenses	531								
Restructure Fees	487,784								
Total Disbursements	1,653,400								
Net Cash Flow	5,363,677	173,075		1,722	6,366,685				
Cash - End of Reporting Period	\$ 109,107,979	\$ 2,460,402	\$ 1,644	\$ 846,585	\$ 7,435,150	\$ 4,990	\$ 90	\$ 49,990	\$ 4,990

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

In Re: Advanta Corp., et al.
Debtors

Debtor	Advanta Auto Finance Corp. 09-13939 (KJC)	Advanta Advertising Inc. 09-13943 (KJC)	Advanta Credit Card Rec. Corp. 09-14127 (KJC)	Advanta Ventures Inc. 09-14125 (KJC)	Advantennis Corp. 09-13941 (KJC)	ideahlob Corp. 09-14129 (KJC)	BE Corp. 09-14130 (KJC)	Total
Cash - Beginning of Reporting Period	\$ 86,028	\$ 990	\$ 13,920	\$ 90	\$ 61,447	\$ 15,585	\$ 37,846	\$ 108,222,567
Receipts								
Receivable Receipts								1,077,931
Investment Income								211,143
C/O Sale Portfolio Recoveries	234							21,057
Other Receipts	234							12,248,661
Total Receipts								13,558,792
Intercompany Transfers In / (Out)								
Disbursements								730,708
Personnel Costs								-
Advertising Costs								9,391
Equipment Costs								35,092
Net Occupancy Costs								389,894
Other Costs								531
Business Taxes / Licenses								487,784
Restructure Fees								1,653,400
Total Disbursements								11,905,392
Net Cash Flow	\$ 86,261	\$ 990	\$ 13,920	\$ 90	\$ 61,447	\$ 15,585	\$ 37,846	\$ 120,127,959
Cash - End of Reporting Period								

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CASH DISBURSEMENTS JOURNALS

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Corp.	09-13931 (KJC)					
Total Disbursements		3,326,828	3,722,685	1,386,518	8,436,032	13,000
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 3,326,828	\$ 3,722,685	\$ 1,386,518	\$ 8,436,032	\$ 13,000

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Service Corp.	09-13932 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Business Services Corp.	09-13933 (KJC)					
Total Disbursements		210	707	775	1,691	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 210	\$ 707	\$ 775	\$ 1,691	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Shared Services Corp.	09-13934 (KJC)					
Total Disbursements		232,685	178,690	265,169	676,544	4,875
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 232,685	\$ 178,690	\$ 265,169	\$ 676,544	\$ 4,875

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Business Serv. Holding Corp.	09-13935 (KJC)					
Total Disbursements		10	325	-	335	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 10	\$ 325	\$ -	\$ 335	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Great Expectations Franchise Corp.	09-13936 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Mortgage Corp. USA	09-13937 (KJC)					
Total Disbursements		405	325	917	1,646	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 405	\$ 325	\$ 917	\$ 1,646	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Mortgage Holding Company	09-13938 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Auto Finance Corporation	09-13939 (KJC)					
Total Disbursements		21	371	21	414	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 21	\$ 371	\$ 21	\$ 414	\$ 325

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CASH DISBURSEMENTS JOURNALS

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Great Expectations Management Corp.	09-13940 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advantennis Corp.	09-13941 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Investment Corp.	09-13942 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Advertising Inc.	09-13943 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Finance Corp.	09-13944 (KJC)					
Total Disbursements		-	1,356	-	1,356	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 1,356	\$ -	\$ 1,356	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Great Expectations International Inc.	09-13945 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Ventures Inc.	09-14125 (KJC)					
Total Disbursements		-	325	-	325	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 325	\$ -	\$ 325	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Advanta Credit Card Rec. Corp.	09-14127 (KJC)					
Total Disbursements		1,703	336	-	2,038	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 1,703	\$ 336	\$ -	\$ 2,038	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
ideablob Corp.	09-14129 (KJC)					
Total Disbursements		160	650	-	810	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 160	\$ 650	\$ -	\$ 810	\$ 325

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CASH DISBURSEMENTS JOURNALS

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
BE Corp.	09-14130 (KJC)					
Total Disbursements		-	650	-	650	325
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ -	\$ 650	\$ -	\$ 650	\$ 325

Debtor	Case No.	October	November	December	Quarterly Disb.	Fees
Total						
Total Disbursements		3,562,021	3,909,021	1,653,400	9,124,441	23,400
Less: Transfers to Debtor in Possession Accounts		-	-	-	-	-
Plus: Estate Disbursements Made by Outside Sources		-	-	-	-	-
Total Disbursements For Calculating U.S. Trustee Quarterly Fees		\$ 3,562,021	\$ 3,909,021	\$ 1,653,400	\$ 9,124,441	\$ 23,400

TOTAL FEES \$ 23,400

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In Re: Advanta Corp., et al. Debtors	Chapter 11 Case No. 09-13931 (KJC) Reporting Period: December 1, 2010 to December 31, 2010
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Statement with Respect to Bank Account Reconciliations, Bank Statements and Bank
Accounts
For the Period From December 1, 2010 to December 31, 2010

Bank Account Reconciliations

The Debtors affirm that bank reconciliations were prepared for all open and active Debtor bank accounts as of December 31, 2010.

Bank Statements and Bank Accounts

The Debtors affirm that bank statements for all open and active bank accounts are retained by the Debtors.

The Debtors affirm that the following bank account was opened during the current reporting period:

Debtor	Bank/Institution	Balance at 12/31/10	Date Opened
Advanta Business Services Holding Corp.	Reliance Trust Company (account #XXXXXX1984)	\$0	12/8/10

Attached is a list of Debtors' bank accounts and balances as of December 31, 2010.

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List of Bank Accounts for Debtor Entities

	<u>Debtor Case No.</u>	<u>Bank</u>		<u>December 31, 2010 Bank Balance</u>
<u>Advanta Corp. Cash Accounts</u>				
Master Concentration (#XXX2271)	09-13931 (KJC)	Republic Bank	\$	31,462,948.90
Accounts Payable (#XXX2328)	09-13931 (KJC)	Republic Bank		50,295.24
Care Assistance (#XXX2336)	09-13931 (KJC)	Republic Bank		122,194.13
ACH Taxes (#XXX2344)	09-13931 (KJC)	Republic Bank		0.01
Utilities Escrow Account (#XXX5890)	09-13931 (KJC)	Republic Bank		3,000.00
Wachovia Payroll Account (#XXXXXXXXXX7257)	09-13931 (KJC)	Wachovia		15,537.93
Total Advanta Corp.				31,653,976.21
<u>Entity Level Cash Accounts</u>				
Advanta Shared Services Corp. (#XXX3235)	09-13934 (KJC)	Republic Bank		7,435,150.23
Advanta Credit Card Receivables Corp. (#XXX3332)	09-14127 (KJC)	Republic Bank		13,920.02
Advanta Advertising Inc. (#XXX3006)	09-13943 (KJC)	Republic Bank		990.00
Advanta Auto Finance (#XXX3014)	09-13939 (KJC)	Republic Bank		86,261.57
Advanta Business Services Corp. (#XXX3030)	09-13933 (KJC)	Republic Bank		846,584.53
Advanta Business Services Holding Corp. (#XXX3049)	09-13935 (KJC)	Republic Bank		2,460,402.42
Advanta Finance Corp. (#XXX3065)	09-13944 (KJC)	Republic Bank		4,990.00
Advanta Investment Corp. (#XXX3189)	09-13942 (KJC)	Republic Bank		4,990.00
Advanta Mortgage Corp. USA (#XXX3200)	09-13937 (KJC)	Republic Bank		49,990.00
Advanta Mortgage Holding Corp. (#XXX3219)	09-13938 (KJC)	Republic Bank		90.00
Advanta Service Corp. (#XXX3227)	09-13932 (KJC)	Republic Bank		1,643.73
Advanta Ventures Inc. (#XXX3391)	09-14125 (KJC)	Republic Bank		90.00
Advantennis Corp. (#XXX3243)	09-13941 (KJC)	Republic Bank		61,446.51
BE Corp. (#XXX3286)	09-14130 (KJC)	Republic Bank		37,846.31
ideablob Corp. (#XXX3251)	09-14129 (KJC)	Republic Bank		15,584.98
Total Entity Level				11,019,980.30
Total Cash Accounts				42,673,956.51
<u>Advanta Corp. Investment Account</u>				
Dreyfus Treasury Prime Cash Management Fund (#XXXXX4719)	09-13931 (KJC)			77,454,001.99
Total Cash & Investments				\$ 120,127,958.50

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Schedule of Retained Professionals Fees and Expenses Paid

Payee	Period Covered	Total Amount Sought	Payor	Check		Amount Paid (A)		Petition Date to End of Reporting Period	
				Number	Date	Fees	Expenses	Fees	Expenses
Alvarez & Marsal								\$2,176,128.60	\$ 53,138.52
Drinker Biddle & Reath								\$ 146,341.50	\$ 1,999.42
FTI Consulting								\$1,333,176.10	\$ 8,034.71
Garden City Group	9/1/10 - 9/30/10	\$ 1,253.08	Advanta Corp.	2520	12/22/2010	\$ 1,231.00	\$ 22.08	(B)	(B)
Garden City Group	10/1/10 - 10/31/10	\$ 1,089.50	Advanta Corp.	2520	12/22/2010	\$ 1,089.50	\$ -	(B)	(B)
Garden City Group	11/1/10 - 11/30/10	\$ 75,590.63	Advanta Corp.	2520	12/22/2010	\$ 60,830.58	\$ 14,760.05	(B)	(B)
Garden City Group	10/1/10 - 10/31/10	\$ 38,563.97	Advanta Corp.	2460	12/1/2010	\$ 37,061.13	\$ 1,502.84	(B)	(B)
KPMG								\$ 803,491.72	\$ 65,251.59
Latham & Watkins								\$2,996,651.80	\$ 64,761.15
Richards, Layton & Finger								\$ 432,929.40	\$ 33,942.68
Warren H. Smith & Assoc	10/1/10 - 10/31/10	\$ 6,275.02	Advanta Corp.	2489	12/9/2010	\$ 4,895.80	\$ 155.27	\$ 46,295.70	\$ 1,549.43
Weil, Gotshal & Manges	9/1/10 - 9/30/10	\$ 300,952.86	Advanta Corp.	Wire	12/15/2010	\$ 203,722.80	\$ 46,299.36	\$5,555,452.24	\$340,302.20

(A) "Amounts Paid" reflect 20% of fees heldback from certain professionals, as required by orders of the Court.

(B) The cumulative fees and expenses paid to Garden City Group, for the period from petition date to end of reporting period, including all payments listed above, are \$573,753.71 for fees and \$75,982.11 for expenses.

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Notes Regarding Advanta Bank Corp. and Advanta Bank

The Utah Division of Financial Institutions closed Advanta Bank Corp. ("ABC"), a wholly-owned subsidiary of Advanta Corp., and the Federal Deposit Insurance Corporation (the "FDIC") was appointed the receiver of ABC effective March 19, 2010. As a result, the FDIC assumed all of ABC's deposits and controls all of ABC's assets. Advanta Corp. expects no recovery from the FDIC for Advanta Corp.'s ownership interest in ABC. The book value of Advanta Corp.'s investment in the stock of Advanta Bank Corp. was reduced to zero as of March 19, 2010. As a result, Advanta Corp.'s income statement for the period from petition date to December 31, 2010 includes a \$63 million loss that is classified as equity in earnings (loss) of subsidiaries. As previously disclosed, Advanta Corp. does not expect that any of the proceeds associated with the liquidation of the assets of ABC will be distributed to Advanta Corp. or its stakeholders, including stockholders and creditors, on account of Advanta Corp.'s equity interest in ABC.

The balance sheets of the Debtors as of August 31, 2010 included approximately \$18 million of net assets related to ABC, which included claims against ABC for deposits and various types of intercompany receivables. On August 27, 2010, Advanta Corp. and the FDIC reached an agreement, subject to approval of the U.S. Bankruptcy Court, on the terms of a settlement that would fully and finally resolve certain claims and adversary proceedings between the Debtors and the FDIC. The settlement agreement was approved by the U.S. Bankruptcy Court on September 7, 2010. The settlement agreement resulted in a reduction of the claims of ABC and the Debtors against the other, as described below. The settlement agreement eliminated all of the Debtors' claims against ABC and, as a result, the \$18 million of net assets related to ABC on the Debtors' balance sheets were adjusted to zero in the month ended September 30, 2010. Those adjustments were classified as other reorganization expenses on the Debtors' income statement for the period from petition date to December 31, 2010. The agreement also settled ABC's over \$200 million of claims asserted against the Debtors in the bankruptcy proceedings in a way that will result in either no claim against any of the Debtors or a \$50 million general unsecured claim against Advanta Corp. The settlement will also potentially add \$5.4 million to the Debtors' assets depending on the occurrence of certain events and conditions.

Advanta Bank was a Delaware state bank that was an indirect subsidiary of Advanta Corp. until it dissolved effective June 30, 2010. On March 26, 2010, prior to its dissolution, Advanta Bank entered into a settlement agreement with the FDIC. As previously disclosed, the FDIC assessed cross-guarantee liability against Advanta Bank in relation to deposit liabilities of ABC, based on the common ownership of the two banks. Advanta Bank was also, as previously disclosed, involved in regulatory, administrative and judicial proceedings with the FDIC. The settlement agreement between Advanta Bank and the FDIC settled the cross-guarantee liability and Advanta Bank's regulatory, administrative and judicial proceedings with the FDIC. As part of the

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Notes Regarding Advanta Bank Corp. and Advanta Bank (continued)

settlement agreement, Advanta Bank agreed to transfer to the FDIC all of the cash, loans, securities, accounts receivable and other assets of Advanta Bank with the parties agreeing that this transfer would fully satisfy the cross-guarantee liability that was asserted by the FDIC. The settlement agreement also contains mutual releases from each of the parties against the other. Advanta Bank recognized a charge of \$4.5 million associated with the settlement agreement, which is reflected in Advanta Corp.'s income statement for the period from petition date to December 31, 2010 as part of equity in earnings (loss) of subsidiaries. The balance sheets of the Debtors as of December 31, 2010 have no amounts related to Advanta Bank.

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Debtors
Chapter 11
Case No. 09-13931 (KJC)
Reporting Period: December 1, 2010 to December 31, 2010

INCOME STATEMENTS
FOR THE MONTH ENDED DECEMBER 31, 2010
(Unaudited)

	Advanta Corp. 09-13931 (KJC)	Advanta Business Services Holding Corp. 09-13935 (KJC)	Advanta Business Services Corp. 09-13933 (KJC)	Advanta Shared Services Corp. 09-13934 (KJC)	Advanta Service Corp. 09-13932 (KJC)	Advanta Advertising Inc. 09-13943 (KJC)	Advantennis Corp. 09-13941 (KJC)	Advanta Investment Corp. 09-13942 (KJC)	Advanta Mortgage Holding Co. 09-13938 (KJC)
Net interest income	\$ 2	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Provision for credit losses	0	0	0	0	0	0	0	0	0
Net interest income after provision for credit losses	2	0	0	0	0	0	0	0	0
Noninterest revenues (losses):									
Equity in earnings of subs	(220)	1	0	0	0	0	0	1	(1)
Other noninterest revenue	141	0	2	0	0	0	0	0	0
Total noninterest revenues (losses)	(79)	1	2	0	0	0	0	1	(1)
Operating expenses:									
Personnel expense	401	0	0	180	0	0	0	0	0
External processing	108	0	0	0	0	0	0	0	0
Postage expense	1	0	0	0	0	0	0	0	0
Professional fees	34	0	0	0	0	0	0	0	0
Consultant fees	21	0	0	13	0	0	0	0	0
Fraud losses	0	0	0	0	0	0	0	0	0
Equipment expense	15	0	0	0	0	0	0	0	0
Telephone expense	8	0	0	0	0	0	0	0	0
Occupancy expense	36	0	0	0	0	0	0	0	0
Other expenses	13	0	1	23	0	0	0	0	0
Total operating expenses	637	0	1	216	0	0	0	0	0
Reorg. exp. - Professional fees	2,197	0	0	0	0	0	0	0	0
Reorg. exp. - Severance	(2)	0	0	(2)	0	0	0	0	0
Reorg. exp. - Trustee quarterly fees	4	0	0	0	0	0	0	0	0
Reorg. exp. - Other	8	0	0	0	0	0	0	0	0
(Gain) loss on assets	(517)	0	0	(349)	0	0	0	0	0
Reorganization items	1,690	0	0	(352)	0	0	0	0	0
Pretax income (loss)	(2,404)	1	1	136	0	0	0	1	(1)
Income tax expense (benefit)	0	0	0	0	0	0	0	0	0
Net income (loss)	\$ (2,404)	\$ 1	\$ 1	\$ 136	\$ 0	\$ 0	\$ 0	\$ 1	\$ (1)

Note: The Income Statements were prepared on an accrual basis and include the financial results for the Debtor entities. The statements do not eliminate intercompany revenues, costs or management fees. These Income Statements do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp.

United States Bankruptcy Court
District of Delaware

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period: December 1, 2010 to December 31, 2010

In Re: Advanta Corp., et al.
Debtors

INCOME STATEMENTS
FOR THE MONTH ENDED DECEMBER 31, 2010
(Unaudited)

	Advanta Auto Finance Corp. 09-13939 (KJC)	Advanta Mortgage Corp. USA 09-13937 (KJC)	Advanta Finance Corp. 09-13944 (KJC)	Advanta Credit Card Rec. Corp. 09-14127 (KJC)	Advanta Ventures Inc. 09-14125 (KJC)	BE Corp. 09-14130 (KJC)	ideablob Corp. 09-14129 (KJC)	Great Expectations Int'l Inc. 09-13945 (KJC)	Great Franchise Corp. 09-13936 (KJC)	Great Expectations Mgmt. Corp. 09-13940 (KJC)
Net interest income	\$ 0	\$ 0	\$ 0	\$ 373	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Provision for credit losses	0	0	0	748	0	0	0	0	0	0
Net interest income after provision for credit losses	0	0	0	(374)	0	0	0	0	0	0
Noninterest revenues (losses):										
Equity in earnings of subs	0	(1)	0	0	0	0	0	0	0	0
Other noninterest revenue	0	0	0	4	0	0	0	0	0	0
Total noninterest revenues (losses)	0	(1)	0	4	0	0	0	0	0	0
Operating expenses:										
Personnel expense	0	0	0	0	0	0	0	0	0	0
External processing	0	0	0	(0)	0	0	0	0	0	0
Postage expense	0	0	0	0	0	0	0	0	0	0
Professional fees	0	0	0	0	0	0	0	0	0	0
Consultant fees	0	0	0	0	0	0	0	0	0	0
Fraud losses	0	0	0	(68)	0	0	0	0	0	0
Equipment expense	0	0	0	0	0	0	0	0	0	0
Telephone expense	0	0	0	0	0	0	0	0	0	0
Occupancy expense	0	0	0	0	0	0	0	0	0	0
Other expenses	0	0	1	0	0	0	0	0	0	0
Total operating expenses	0	0	1	(68)	0	0	0	0	0	0
Reorg. exp. - Professional fees	0	0	0	0	0	0	0	0	0	0
Reorg. exp. - Severance	0	0	0	0	0	0	0	0	0	0
Reorg. exp. - Trustee quarterly fees	0	0	0	0	0	0	0	0	0	0
Reorg. exp. - Other	0	0	0	0	0	0	0	0	0	0
(Gain) loss on assets	0	0	0	0	0	0	0	0	0	0
Reorganization items	0	0	0	0	0	0	0	0	0	0
Pretax income (loss)	0	(1)	(1)	(302)	0	0	0	0	0	0
Income tax expense (benefit)	0	0	0	0	0	0	0	0	0	0
Net income (loss)	\$ 0	\$ (1)	\$ (1)	\$ (302)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Note: The Income Statements were prepared on an accrual basis and include the financial results for the Debtor entities. The statements do not eliminate intercompany revenues, costs or management fees. These Income Statements do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp.

United States Bankruptcy Court
District of Delaware

In Re: Advanta Corp., et al.
Debtors

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period: December 1, 2010 to December 31, 2010

	Advanta Corp. 09-13931 (KJC)	Advanta Business Services Holding Corp. 09-13935 (KJC)	Advanta Business Services Corp. 09-13933 (KJC)	Advanta Business Services Corp. 09-13934 (KJC)	Advanta Shared Services Corp. 09-13932 (KJC)	Advanta Advertising Inc. 09-13943 (KJC)	Advantennis Corp. 09-13941 (KJC)	Advanta Investment Corp. 09-13942 (KJC)	Advanta Mortgage Holding Co. 09-13938 (KJC)
Net interest income	\$ 171	\$ 33	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Provision for credit losses	(25)	0	0	0	0	0	0	0	0
Net interest income after provision for credit losses	196	33	0	0	0	0	0	0	0
Noninterest revenues (losses):									
Securitization income	0	2,050	0	0	0	0	0	0	0
Other revenues, net:									
Insurance revenues, net	0	0	0	0	0	0	0	0	0
Equity in earnings of subs	(275,416)	(5,656)	0	0	0	(2,331)	0	0	(12,961)
Intercompany management fees	155	0	0	7,169	0	0	0	0	0
Other noninterest revenue	284	0	25	0	0	0	0	0	0
Total other revenues, net	(274,977)	(5,656)	25	7,169	0	(2,331)	0	(52)	(12,961)
Total noninterest revenues (losses)	(274,977)	(3,605)	25	7,169	0	(2,331)	0	(52)	(12,961)
Operating expenses:									
Personnel expense	7,260	0	0	3,197	0	0	0	0	0
External processing	455	0	0	34	0	0	0	0	0
Advertising expense	1	0	0	6	0	0	383	0	0
Postage expense	14	0	0	9	0	0	0	0	0
Professional fees (B)	473	0	0	(587)	0	0	0	0	0
Consultant fees	1,208	0	0	253	0	0	0	0	0
Fraud losses	0	0	0	0	0	0	0	0	0
Equipment expense	98	0	0	861	2	0	0	0	0
Telephone expense	28	0	0	153	0	0	0	0	0
Occupancy expense	330	0	0	2,938	2	0	0	0	0
Intercompany servicing fees	6,581	0	0	0	0	0	0	0	0
Visa indemnification	(2,634)	0	0	0	0	0	0	0	0
Other expenses	2,232	0	7	1,683	0	0	2,000	0	0
Total operating expenses	16,057	0	7	8,547	5	0	2,383	0	0
Reorg. exp. - Professional fees	22,036	0	0	0	0	0	0	0	0
Reorg. exp. - Severance	1,700	0	0	1,291	0	0	0	0	0
Reorg. exp. - Trustee quarterly fees	59	2	2	35	2	2	2	2	2
Reorg. exp. - Other	11,739	0	0	6,332	0	0	0	0	0
(Gain) loss on assets	(1,697)	0	0	(2,541)	11	0	0	0	0
Reorganization items	33,838	2	2	5,117	13	2	2	2	2
Pretax income (loss)	(324,676)	(3,574)	16	(6,495)	(18)	(2,332)	(2,384)	(53)	(12,962)
Income tax expense (benefit) (A)	(70,153)	0	5,672	450	1,829	0	(54)	0	0
Net income (loss)	\$ (254,523)	\$ (3,574)	\$ (5,656)	\$ (6,946)	\$ (1,846)	\$ (2,332)	\$ (2,331)	\$ (53)	\$ (12,962)

Note: The Income Statements were prepared on an accrual basis and include the financial results for the Debtor entities. The statements do not eliminate intercompany revenues, costs or management fees. These Income Statements do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp.

(A) Income tax expense (benefit) for the reporting period represents changes in estimate of tax assets and/or liabilities by legal entity.
(B) In March 2010, Advanta Shared Services Corp. reversed \$897 thousand of accrued audit fees, \$697 thousand of which had been accrued pre-petition, when it was determined that an audit of fiscal year 2009 would not be needed for a Form 10-K.

United States Bankruptcy Court
District of Delaware

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period: December 1, 2010 to December 31, 2010

In Re: Advanta Corp., et al.
Debtors

INCOME STATEMENTS
FOR THE PERIOD FROM PETITION DATE THROUGH DECEMBER 31, 2010
(Unaudited)

	Advanta Auto Finance Corp. 09-13939 (KJC)	Advanta Mortgage Corp. USA 09-13937 (KJC)	Advanta Finance Corp. 09-13944 (KJC)	Advanta Credit Card Rec. Corp. 09-14127 (KJC)	Advanta Ventures Inc. 09-14125 (KJC)	BE Corp. 09-14130 (KJC)	idea/blob Corp. 09-14129 (KJC)	Great Expectations Int'l Inc. 09-13945 (KJC)	Great Expectations Franchise Corp. 09-13936 (KJC)	Great Expectations Mgmt. Corp. 09-13940 (KJC)
Net interest income	\$ 0	\$ 0	\$ 0	\$ 6,208	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Provision for credit losses	0	0	0	5,739	0	0	0	0	0	0
Net interest income after provision for credit losses	0	0	0	469	0	0	0	0	0	0
Noninterest revenues (losses):										
Securitization income	0	0	0	0	0	0	0	0	0	0
Other revenues, net:										
Insurance revenues, net	0	0	0	23	0	0	0	0	0	0
Equity in earnings of subs	0	(2,990)	0	(67)	0	0	0	(4)	0	0
Intercompany management fees	0	0	0	0	0	0	0	0	0	0
Other noninterest revenue	7	0	0	73	0	0	0	0	0	0
Total other revenues, net	7	(2,990)	0	96	(67)	0	0	(4)	0	0
Total noninterest revenues (losses)	7	(2,990)	0	96	(67)	0	0	(4)	0	0
Operating expenses:										
Personnel expense	0	0	0	0	0	0	(34)	0	0	0
External processing	0	0	0	231	0	0	(79)	0	0	0
Advertising expense	0	0	0	0	0	0	0	2	1	0
Postage expense	0	0	0	0	0	0	0	0	0	0
Professional fees	0	0	0	0	0	0	0	0	0	0
Consultant fees	0	0	0	0	0	0	1	0	0	0
Fraud losses	0	0	0	8	0	0	16	1	0	0
Equipment expense	0	0	0	0	0	0	0	0	0	0
Telephone expense	0	0	0	0	0	0	48	0	0	0
Occupancy expense	0	0	0	0	0	0	1	(0)	0	0
Intercompany servicing fees	0	0	0	1,153	0	0	0	0	0	0
Visa indemnification	0	0	0	0	0	0	0	0	0	0
Other expenses	1	1	3	7	0	0	56	7	0	0
Total operating expenses	2	1	3	1,400	0	0	(69)	2	2	2
Reorg. exp. - Professional fees	0	0	0	0	0	0	0	0	0	0
Reorg. exp. - Severance	0	0	0	0	0	0	114	0	0	0
Reorg. exp. - Trustee quarterly fees	2	2	2	1	2	3	2	2	2	0
Reorg. exp. - Other	0	0	0	0	(22)	0	0	0	0	0
(Gain) loss on assets	0	0	0	0	0	(106)	0	0	0	0
Reorganization items	2	2	2	1	2	(10)	56	0	2	0
Pretax income (loss)	4	(2,993)	(4)	(837)	(69)	(80)	13	(5)	(4)	0
Income tax expense (benefit) (A)	(1,737)	11,708	2,986	0	0	0	0	0	0	0
Net income (loss)	\$ 1,741	\$ (14,701)	\$ (2,990)	\$ (837)	\$ (69)	\$ (80)	\$ 13	\$ (5)	\$ (4)	\$ 0

Note: The Income Statements were prepared on an accrual basis and include the financial results for the Debtor entities. The statements do not eliminate intercompany revenues, costs or management fees. These Income Statements do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp.

(A) Income tax expense (benefit) for the reporting period represents changes in estimate of tax assets and/or liabilities by legal entity.

United States Bankruptcy Court
District of Delaware

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period: December 1, 2010 to December 31, 2010

In Re: Advanta Corp., et al.
Debtors

**BALANCE SHEETS
AS OF DECEMBER 31, 2010
(Unaudited)**

(In thousands)	Advanta Corp. 09-13931 (KJC)	Advanta Business Services Holding Corp. 09-13935 (KJC)	Advanta Business Services Corp. 09-13933 (KJC)	Advanta Shared Services Corp. 09-13934 (KJC)	Advanta Service Corp. 09-13932 (KJC)	Advanta Advertising Inc. 09-13943 (KJC)	Advantennis Corp. 09-13941 (KJC)	Advanta Investment Corp. 09-13942 (KJC)	Advanta Mortgage Holding Co. 09-13938 (KJC)
ASSETS									
Cash	\$ 31,617	\$ 2,460	\$ 847	\$ 7,435	\$ 2	\$ 1	\$ 61	\$ 5	\$ 0
Investments available for sale	80,841	0	0	0	0	0	0	0	0
Receivables, net	786	0	0	0	0	0	0	0	0
Premises and equipment:									
Premises and equipment, gross	206	0	0	25	0	0	0	0	0
Accumulated depreciation	(195)	0	0	(25)	0	0	0	0	0
Premises and equipment, net	11	0	0	0	0	0	0	0	0
Other assets:									
Investment in subsidiaries	(133,588)	(73)	0	0	0	(16,210)	0	0	6,912
Charged-off receivable asset	444	0	0	0	0	0	0	0	0
Intercompany receivables	167,736	0	15,774	57	190	0	0	711	0
Tax assets	59,222	25,790	0	1,128	2,495	0	4,330	0	0
Other assets	47,285	4,788	0	1,001	0	0	0	0	0
Total other assets	141,099	30,504	15,774	2,185	2,685	(16,210)	4,330	712	6,912
Total assets	\$ 254,354	\$ 32,964	\$ 16,621	\$ 9,620	\$ 2,687	\$ (16,209)	\$ 4,391	\$ 717	\$ 6,912

LIABILITIES NOT SUBJECT TO COMPROMISE

Intercompany line of credit payable	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Intercompany advance payables	149	1	10	2,854	2	1	1	1	1
Other liabilities	12,298	0	0	1,062	0	0	0	0	0
Total liabilities not subject to compromise	12,446	2	10	3,917	2	2	2	2	2

LIABILITIES SUBJECT TO COMPROMISE

Debt (A)	135,709	0	0	0	0	0	0	0	0
Intercompany line of credit payable	0	0	0	537	0	0	3,212	0	0
Subordinated debt payable to preferred securities trust	92,290	0	0	0	0	0	0	0	0
Other liabilities:									
Intercompany advance payables	34	34,715	6	9,505	27,438	2,006	17,388	19,566	7,025
Current income taxes payable	54,891	12,116	16,625	1,382	0	0	0	20,497	2,263
Unrecognized tax benefits	14,886	0	0	0	0	0	0	0	0
Other liabilities	29,614	0	53	736	2	0	0	0	0
Total other liabilities	99,425	46,831	16,684	11,623	27,440	2,006	17,388	40,063	9,288
Total liabilities subject to compromise	327,424	46,831	16,684	12,160	27,440	2,006	20,600	40,063	9,288
Total liabilities	339,871	46,833	16,694	16,076	27,442	2,007	20,601	40,065	9,290
Stockholders' equity	(85,517)	(13,868)	(73)	(6,456)	(24,755)	(18,217)	(16,210)	(39,348)	(2,378)
Total liabilities and equity	\$ 254,354	\$ 32,964	\$ 16,621	\$ 9,620	\$ 2,687	\$ (16,209)	\$ 4,391	\$ 717	\$ 6,912

Note: The Balance Sheets were prepared on an accrual basis and include the financial results of the Debtor entities. The Statements do not eliminate intercompany assets, intercompany liabilities or investments in subsidiaries. These Balance Sheets do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp. Intercompany receivables on the Balance Sheets of the Debtors are not reduced by a reserve for uncollectible amounts. A substantial portion of intercompany receivables is expected to be uncollectible.

(A) In January 2010, \$2.4 million of Advanta Corp. outstanding checks to retail noteholders were reclassified from cash to debt on the Balance Sheet.

United States Bankruptcy Court
District of Delaware

Chapter 11
Case No. 09-13931 (KJC)
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In Re: Advanta Corp., et al.
Debtors

BALANCE SHEETS
AS OF DECEMBER 31, 2010
(Unaudited)

(In thousands)	Advanta Auto Finance Corp. 09-13939 (KJC)	Advanta Mortgage Corp. USA 09-13937 (KJC)	Advanta Finance Corp. 09-13944 (KJC)	Advanta Credit Card Rec. Corp. 09-14127 (KJC)	Advanta Ventures Inc. 09-14125 (KJC)	BE Corp. 09-14130 (KJC)	ideablob Corp. 09-14129 (KJC)	Great Expectations Int'l Inc. 09-13945 (KJC)	Great Expectations Franchise Corp. 09-13936 (KJC)	Great Expectations Mgmt. Corp. 09-13940 (KJC)
ASSETS										
Cash	\$ 86	\$ 50	\$ 5	\$ 14	\$ 0	\$ 0	\$ 16	\$ 0	\$ 0	\$ 0
Investments available for sale	0	0	0	0	0	0	0	0	0	0
Receivables, net	0	0	0	18,397	0	0	0	0	0	0
Premises and equipment:										
Premises and equipment, gross	0	0	0	0	0	0	0	0	0	0
Accumulated depreciation	0	0	0	0	0	0	0	0	0	0
Premises and equipment, net	0	0	0	0	0	0	0	0	0	0
Other assets:										
Investment in subsidiaries	0	45,078	0	0	(18,487)	0	0	1	0	0
Charged-off receivable asset	0	0	0	0	0	0	0	0	0	0
Intercompany receivables	6	0	44,468	0	0	0	0	0	1	0
Tax assets	830	10,170	1,873	5,544	0	0	0	0	0	0
Other assets	0	0	0	327	0	0	0	0	0	0
Total other assets	836	55,248	46,341	5,871	(18,487)	0	0	1	1	0
Total assets	\$ 922	\$ 55,298	\$ 46,346	\$ 24,282	\$ (18,487)	\$ 38	\$ 16	\$ 1	\$ 1	\$ 0

LIABILITIES NOT SUBJECT TO COMPROMISE

Intercompany line of credit payable	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 42	\$ 0	\$ 0	\$ 0	\$ 0
Intercompany advance payables	3	2	4	1,386	1	38	45	0	0	0
Other liabilities	0	0	0	0	0	0	0	0	0	0
Total liabilities not subject to compromise	3	3	4	1,386	2	80	45	0	0	0

LIABILITIES SUBJECT TO COMPROMISE

Debt	0	0	0	0	0	0	0	0	0	0
Intercompany line of credit payable	0	0	0	16,372	0	137	15,099	0	0	0
Subordinated debt payable to preferred securities trust	0	0	0	0	0	0	0	0	0	0
Other liabilities:										
Intercompany advance payables	2	46,357	965	10,525	0	2,078	1,060	0	0	0
Current income taxes payable	0	1,593	0	0	0	0	0	0	0	0
Unrecognized tax benefits	0	0	0	0	0	0	0	0	0	0
Other liabilities	0	1,350	299	0	0	29	12	0	0	0
Total other liabilities	2	49,300	1,264	10,525	0	2,107	1,072	0	0	0
Total liabilities subject to compromise	2	49,300	1,264	26,897	0	2,244	16,171	0	0	0

Total liabilities

Stockholders' equity

Total liabilities and equity

Total liabilities	6	49,303	1,268	28,283	2	2,324	16,216	0	0	0
Stockholders' equity	917	5,995	45,078	(4,002)	(18,489)	(2,287)	(16,201)	1	1	0
Total liabilities and equity	\$ 922	\$ 55,298	\$ 46,346	\$ 24,282	\$ (18,487)	\$ 38	\$ 16	\$ 1	\$ 1	\$ 0

Note: The Balance Sheets were prepared on an accrual basis and include the financial results of the Debtor entities. The Statements do not eliminate intercompany assets, intercompany liabilities or investments in subsidiaries. These Balance Sheets do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp. Intercompany receivables on the Balance Sheets of the Debtors are not reduced by a reserve for uncollectible amounts. A substantial portion of intercompany receivables is expected to be uncollectible.

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District of Delaware

Chapter 11
Case No. 09-13931 (KJC)
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In Re: Advanta Corp., et al.
Debtors

**BALANCE SHEETS
AS OF PETITION DATE
(Unaudited)**

(In thousands)	Advanta Business Services Holding Corp. 09-13935 (KJC)	Advanta Business Services Corp. 09-13933 (KJC)	Advanta Shared Services Corp. 09-13934 (KJC)	Advanta Service Corp. 09-13932 (KJC)	Advanta Advertising Inc. 09-13943 (KJC)	Advantennis Corp. 09-13941 (KJC)	Advanta Investment Corp. 09-13942 (KJC)	Advanta Mortgage Holding Co. 09-13938 (KJC)
ASSETS								
Cash:								
Intercompany cash at Advanta Bank Corp.	\$ 1,661	\$ 0	\$ 23	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
External cash	19,025	6	343	2	1	61	5	0
Total cash	20,686	6	366	2	1	61	5	0
Intercompany restricted interest-bearing deposits at Advanta Bank Corp.	1,258	0	0	0	0	0	0	0
Investments available for sale	78,254	0	0	0	0	0	0	0
Receivables, net	1,580	0	0	0	0	0	0	0
Accounts receivable from securitizations	0	5,350	0	0	0	0	0	0
Premises and equipment:								
Premises and equipment, gross	516	0	17,763	653	0	0	0	0
Accumulated depreciation	(350)	0	(11,385)	(638)	0	0	0	0
Premises and equipment, net	167	0	6,378	16	0	0	0	0
Other assets:								
Investment in subsidiaries	(16,176)	5,582	0	0	(13,879)	0	52	19,873
Charged-off receivable asset	2,445	0	0	0	0	0	0	0
Intercompany receivables	197,621	0	1,293	190	0	0	711	0
Tax assets	0	26,616	1,158	5,071	0	4,276	850	0
Other assets	49,674	0	8,167	0	0	2,383	0	0
Total other assets	233,564	32,198	10,617	5,261	(13,879)	6,659	1,613	19,873
Total assets	\$ 335,508	\$ 37,554	\$ 17,362	\$ 5,279	\$ (13,878)	\$ 6,721	\$ 1,618	\$ 19,873

LIABILITIES SUBJECT TO COMPROMISE

Debt	\$ 133,277	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Intercompany line of credit payable	0	0	1,486	0	0	3,210	0	0
Subordinated debt payable to preferred securities trust	92,290	0	0	0	0	0	0	0
Other liabilities:								
Intercompany accrued interest payable	0	0	1	0	0	2	0	0
Intercompany advance payable	34	34,906	6	12,225	2,006	17,388	19,566	7,025
Current income taxes payable	59,439	12,942	961	747	0	0	21,348	2,263
Unrecognized tax benefits	14,886	0	0	0	0	0	0	0
Other liabilities	34,644	0	2,199	2	0	0	0	0
Total other liabilities	109,004	47,848	16,431	28,187	2,006	17,390	40,913	9,288
Total liabilities subject to compromise	334,570	47,848	16,872	28,187	2,006	20,600	40,913	9,288
Stockholders' equity	938	(10,294)	490	(22,908)	(15,884)	(13,879)	(39,295)	10,585
Total liabilities and equity	\$ 335,508	\$ 37,554	\$ 17,362	\$ 5,279	\$ (13,878)	\$ 6,721	\$ 1,618	\$ 19,873

Note: The Balance Sheets were prepared on an accrual basis and include the financial results for the Debtor entities. The statements do not eliminate intercompany assets, intercompany liabilities or investments in subsidiaries. These Balance Sheets do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp. Intercompany receivables on the Balance Sheets of the Debtors are not reduced by a reserve for uncollectible amounts. A substantial portion of intercompany receivables is expected to be uncollectible.

United States Bankruptcy Court
District of Delaware

In Re: Advanta Corp., et al.
Debtors

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period: December 1, 2010 to December 31, 2010

**BALANCE SHEETS
AS OF PETITION DATE
(Unaudited)**

(In thousands)	Advanta Auto Finance Corp. 09-13939 (KJC)	Advanta Mortgage Corp. USA 09-13937 (KJC)	Advanta Finance Corp. 09-13944 (KJC)	Advanta Credit Card Rec. Corp. 09-14127 (KJC)	Advanta Ventures Inc. 09-14125 (KJC)	BE Corp. 09-14130 (KJC)	ideablob Corp. 09-14129 (KJC)	Great Expectations Int'l Corp. 09-13945 (KJC)	Great Franchise Corp. 09-13936 (KJC)	Great Expectations Mgmt. Corp. 09-13940 (KJC)
Cash:										
Intercompany cash at Advanta Bank Corp.	2	0	0	0	0	0	0	0	0	0
External cash	78	50	5	21	0	(10)	57	0	5	0
Total cash	79	50	5	21	0	(10)	57	0	5	0
Intercompany restricted										
Interest-bearing deposits at Advanta Bank Corp.	0	0	0	0	0	0	0	0	0	0
Investments available for sale	0	0	0	0	0	0	0	0	0	0
Receivables, net	0	0	0	40,286	0	0	0	0	0	0
Accounts receivable from securitizations	0	0	0	0	0	0	0	0	0	0
Premises and equipment:										
Premises and equipment, gross	0	0	0	0	0	119	0	0	0	0
Accumulated depreciation	0	0	0	0	0	(47)	0	0	0	0
Premises and equipment, net	0	0	0	0	0	72	0	0	0	0
Other assets:										
Investment in subsidiaries	0	48,069	0	0	(18,420)	0	0	0	0	0
Charged-off receivable asset	0	0	0	0	0	0	0	0	0	0
Intercompany receivables	6	0	44,468	0	0	0	0	0	0	0
Tax assets	430	22,311	6,634	5,544	0	0	0	0	0	0
Other assets	0	0	0	458	0	10	0	0	0	0
Total other assets	436	70,380	51,102	6,002	(18,420)	10	0	0	0	0
Total assets	515	70,430	51,107	46,309	(18,420)	72	57	5	5	0

LIABILITIES SUBJECT TO COMPROMISE

Debt	0	0	0	0	0	0	0	0	0	0
Intercompany line of credit payable	0	0	0	40,402	0	137	15,072	0	0	0
Subordinated debt payable to preferred securities trust	0	0	0	0	0	0	0	0	0	0
Other liabilities:										
Intercompany accrued interest payable	0	0	0	4	0	0	27	0	0	0
Intercompany advance payables	3	46,357	965	9,068	0	2,052	1,060	0	0	0
Current income taxes payable	1,336	2,027	1,775	0	0	0	0	0	0	0
Unrecognized tax benefits	0	0	0	0	0	0	0	0	0	0
Other liabilities	0	1,350	299	0	0	89	113	0	0	0
Total other liabilities	1,339	49,733	3,038	9,071	0	2,141	1,199	0	0	0
Total liabilities subject to compromise	1,339	49,733	3,038	49,474	0	2,278	16,271	0	0	0
Stockholders' equity	(824)	20,697	48,069	(3,165)	(18,420)	(2,206)	(16,214)	6	5	0
Total liabilities and equity	515	70,430	51,107	46,309	(18,420)	72	57	6	5	0

Note: The Balance Sheets were prepared on an accrual basis and include the financial results for the Debtor entities. The statements do not eliminate intercompany assets, intercompany liabilities or investments in subsidiaries. These Balance Sheets do not include the financial results of non-debtor entities controlled by the Debtors and therefore, do not represent the consolidated financial results of Advanta Corp. Intercompany receivables on the Balance Sheets of the Debtors are not reduced by a reserve for uncollectible amounts. A substantial portion of intercompany receivables is expected to be uncollectible.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In Re:
Advanta Corp., et al.
Debtors

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period:
December 1, 2010 to
December 31, 2010

Declaration Regarding the Status of Post Petition Taxes of the Debtors
December 31, 2010

Philip M. Browne hereby declares and states:

I am the Chief Financial Officer of Advanta Corp., a corporation organized under the laws of the state of Delaware, which along with certain of its affiliated debtors (collectively, the "Debtors") are Debtors and Debtors in Possession in the above-captioned chapter 11 cases. In this capacity, I am familiar with Advanta Corp.'s day-to-day operations, businesses, financial affairs and books and records.

Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of Advanta Corp.'s operations and finances, information learned from my review of relevant documents and information I have received from other members of management or the Debtors' advisors. As a duly elected and qualified officer of Advanta Corp., I am authorized to submit this declaration on behalf of the Debtors and, if I were called upon to testify, I could and would testify competently to the facts set forth herein. I submit this declaration under penalty of perjury pursuant to 28 U.S.C. § 1746.

To the best of my knowledge, other than as described below, the Debtors have filed all necessary federal, state and local tax returns and made all required post-petition tax payments in connection therewith on a timely basis, or have promptly remediated any late filings or payments that may have occurred due to unintentional oversights. The Debtors, however, as of October 31, 2010, had not yet filed certain state and local combined tax returns for the year ended 12/31/2009 because those tax returns either had to be prepared by the Federal Deposit Insurance Corporation ("FDIC-R"), as receiver for Advanta Bank Corp., Advanta Corp.'s wholly-owned bank subsidiary, or required FDIC-R's signature or other information. The Debtors worked with the FDIC-R and completed and filed these tax returns in November 2010 and will arrange for payment of any taxes that may be due pursuant to such tax returns.

United States Bankruptcy Court
District of Delaware

In Re: Advanta Corp., et al.
Debtors

Chapter 11
Case No. 09-13931 (KJC)
Reporting Period: Petition Date to December 31, 2010

Summary of Unpaid Post Petition Accounts Payable

	Current	1 - 30	31 - 60	61 - 90	Over 90	Total
Combined Debtors						\$ -

The post petition accounts payable report represents open and outstanding trade vendor invoices that have been entered into the accounts payable system. This summary does not include accruals for invoices not yet received or approved and therefore will differ from the balance sheet on MOR-3a.

United States Bankruptcy Court
District of Delaware

In Re: Advanta Corp., et al.
Debtors

Chapter 11
Case No. 09-13931 (KJC)

Reporting Period: December 1, 2010 to December 31, 2010

Accounts Receivable Reconciliation and Aging

Accounts Receivable Reconciliation	
Total Accounts Receivable at beginning of the reporting period	\$ 22,822,574
+ Amounts billed during the period	402,588
- Amounts collected during the period	(997,282)
- Other adjustments to Accounts Receivable, including credit memos, discounts	(908,765)
Total Accounts Receivable at ending of the reporting period	\$ 21,319,115
Accounts Receivable Aging	
0-30 days old	\$ 18,628,059
31-60 days old	910,827
61-90 days old	951,041
91 + days old	829,188
Total Accounts Receivable	21,319,115
Amounts considered uncollectible (Bad Debt)	(2,136,330)
Accounts Receivable (Net)	\$ 19,182,785

Accounts Receivable above does not include intercompany receivables.

**United States Bankruptcy Court
District of Delaware**

**In Re: Advanta Corp., et al.
Debtors**

**Chapter 11
Case No. 09-13931 (KJC)**

Reporting Period: December 1, 2010 to December 31, 2010

**Debtor Questionnaire
For the Month Ended December 31, 2010**

1	Have any assets been sold or transferred outside the normal course of business this reporting period? If yes, attach explanation. (A) (B)	Y
2	Have any funds been disbursed from any account other than a debtor in possession account this reporting period? If yes, attach explanation.	N
3	Have all postpetition tax returns been timely filed? If no, attach explanation.	Y
4	Are workers compensation, general liability and other necessary insurance coverages in effect? If no, attach explanation.	Y
5	Has any bank account been opened during the reporting period? If yes, provide documentation identifying the opened account(s). If an investment account has been opened, provide the required documentation pursuant to Delaware Local Rule 4001-3. (C)	Y

- (A) In December 2010, pursuant to an order of the Court, three pieces of art owned by Advanta Shared Services Corp. were sold. Proceeds of approximately \$803,800 are expected to be received in January 2011.
- (B) In December 2010, there were two sales of certain furniture and fixtures by Advanta Shared Services Corp. in accordance with the Court-approved de minimis sale procedure. Aggregate proceeds of \$8,595 were received in December 2010.
- (C) Advanta Business Services Holding Corp. opened a new investment account, account #XXXXXX1984, at Reliance Trust Company on 12/8/10. The account balance was zero as of December 31, 2010. Account agreement is attached.



Reliance Investment Account
Agency with Custody Service

www.relico.com
800.749.0752

1. Establish Your Reliance Investment Account

Please complete all sections below. We respect your privacy. Reliance Trust Company (hereinafter called "Agent") will use the information you provide to open and service your accounts, communicate with you, and provide information about products and services.

Agent is requested to open an Agency Account (hereinafter called "Account") for and in the name of the below named person(s) or entity (hereinafter called "Client"), and hold as Custodian all securities and other properties deposited or collected for such Account.

Title Your Account. Select only one; state laws vary.

- Individual, Joint Tenants with Right of Survivorship, Tenants in Common, Other (Fiduciary, Corporation, Partnership, etc. Please attach proper authorization).

Account Holder

- Mr., Mrs., Ms., Miss, Dr.

Name (First) (Middle) (Last)

ADVANTA BUSINESS SERVICE HOLDING CORP.

Street Address (No PO Boxes)

625 WEST RIDGE PIKE

City, State, Zip Code

CONSHOHOCKEN, PA 19428

Mailing Address (if different from above; PO boxes may be used)

215-444-6476

Telephone Number Business Telephone Number

Email Address

lpreston@advanta.com

Social Security/Tax ID No.

Date of Birth (mm/dd/yyyy)

Mother's Maiden Name

Driver's License Number, State

Country(ies) of Citizenship

Country of Legal Residence

- USA, Other, USA, Other

Securities industry regulations require that we collect the following:

Check only one:

- Employed, Self-employed, Retired, Student, Not employed

Employer Industry Occupation/Position

Business Street Address City, State, Zip Code

List securities firm(s) you are employed by or in which you are a direct owner.

List publicly traded firms in which you are a director.

Specify:

Marital Status Number of Dependents

- Single, Married, Divorced

Additional Account Holder (if applicable)

- Mr., Mrs., Ms., Miss, Dr.

Name (First) (Middle) (Last)

Street Address (No PO Boxes)

City, State, Zip Code

Mailing Address (if different from above; PO boxes may be used)

Telephone Number Business Telephone Number

Email Address

Social Security/Tax ID No.

Date of Birth (mm/dd/yyyy)

Mother's Maiden Name

Driver's License Number, State

Country(ies) of Citizenship

Country of Legal Residence

- USA, Other, USA, Other

Securities industry regulations require that we collect the following:

Check only one:

- Employed, Self-employed, Retired, Student, Not employed

Employer Industry Occupation/Position

Business Street Address City, State, Zip Code

List securities firm(s) you are employed by or in which you are a direct owner.

List publicly traded firms in which you are a director.

Specify:

Marital Status Number of Dependents

- Single, Married, Divorced

2. Select Your Account Features

Place an "X" beside one of the paragraphs below to indicate the type of investment services desired and, similarly, mark paragraph 3 if any SPECIAL INSTRUCTIONS are to be applicable under this Agreement:

INVESTMENT MANAGEMENT AND CUSTODY

Agent shall have full investment authority. The Account and accumulations therein shall be invested and reinvested as Agent deems appropriate in its sole discretion. Agent's actions shall be conclusive and binding upon all persons and it shall incur no liability whatsoever except for willful misconduct or gross negligence.

DIRECTED INVESTMENT OF ACCOUNT

Client or the designee of Client specified in SPECIAL INSTRUCTIONS in Section 9 (the "Investment Advisor") shall direct the investment, reinvestment, retention, sale, purchase, exchange or lease of Account assets, and Agent shall be responsible only for executing with reasonable diligence such directions as it may receive from Client or the Investment Advisor. Agent shall have no responsibility for investment of Account assets absent instruction from Client or the Investment Advisor except for investment of short-term cash balances awaiting investment instructions. Agent is authorized to execute transfers, assignments and any other documents to facilitate implementation of investment instructions. If Client is more than one person, Agent is authorized to act at the direction of any such person unless a particular person is designated in SPECIAL INSTRUCTIONS in Section 9 as authorized to provide investment directions to Agent. Such authority of Client shall include the authority to terminate the authority of an Investment Advisor or to designate another Investment Advisor.

SPECIAL INSTRUCTIONS

Agent shall also be governed by any SPECIAL INSTRUCTIONS specified in Section 9 of this agreement in carrying out its investment authority.

Agent is to invest available cash balances each day in short-term money market investment vehicles, which may include money market deposit accounts in Agent or an affiliated banking institution. Agent may convert such investments to cash whenever it deems such conversion necessary. Agent shall not be liable for any losses or unfavorable results arising from its compliance with directions of Client or any authorized Investment Advisor. Client will not direct any purchases or sales of securities which are not readily marketable, nor will Client direct any investment changes which would be illegal under federal, state or local law. Agent shall not be required to follow any directions which it reasonably believes to entail purchase or sale of securities which are not readily marketable or which would be illegal or subject Agent to penalties or sanctions under federal, state or local law or regulatory or administrative rules applicable to Agent.

3. Funding Your Account

Free delivery of securities from BNY/MELLON

- Check or money order enclosed for \$ _____
- Transfer account form is attached.

*Please provide a copy of your last statement and include cost basis and acquisition date. This will ensure adequate transfer of securities.

4. Distributions (Optional)

Upon receipt of income from securities and other properties held in the Account, the same shall be held as a part of the Account unless other instructions are indicated below:

- Hold subject to further instructions of Client
- Send to Client by check Specify date: _____ (limit to no more than one day each month)
- Transfer to Client's bank account Specify date: *20th of the month* (limit to no more than one day each month)

Account number: _____
Account Name (Style): *ADVENTA BUSINESS SERVICES HOLDING CORP.*
Bank or Financial Institution: *REPUBLIC BANK*
Bank Routing Number: _____
Name and Mailing Address: *REPUBLIC BANK*
50 S. 16th STREET, PHILA. PA 19102

Please attach a voided check, if applicable. Proceeds from the sale, redemption or exchange of securities or other assets held in the Account, including all other receipts of principal, shall be reinvested as a part of the Account except as may otherwise be directed in writing by Client.

A statement listing all income and principal transactions of the Account and a statement listing the Account assets shall be forwarded to Client after the end of each calendar quarter. Client may request additional copies or more frequent statements or that statements be sent to one or more persons in addition to or instead of Client at an appropriate charge. Each statement shall be conclusive as to the contents thereof unless Client shall deliver written objections to Agent within sixty (60) days after receipt of the statement.

5. Account Administration

The Account and all assets in the Account shall be the property of Client and any registration or retention of Assets in the Account in any other name shall be for convenience only and to expedite the handling thereof. Registered securities may be held in the name of Agent or a nominee of Agent, or in the name of a securities depository or the nominee of a securities depository, in the discretion of Agent, except as may be otherwise specifically set forth in any SPECIAL INSTRUCTIONS specified in Section 9.

Proxies, proxy statements, annual and other periodic reports and similar materials received with respect to Assets in the Account shall be:

- Destroyed Forwarded As otherwise provided in writing

Applicable rules of the Securities and Exchange Commission provide that Agent is not required to furnish the name, address and share position of Client to issuers of securities held in this Account without the consent of Client, provided Agent has made a good faith effort to obtain such consent. The intent of the Rule is to facilitate communications between issuers of securities and shareholders. Issuers of securities held in the Account have no way of communicating with Client as the beneficial owner of securities held in nominee name (street name) unless Agent is authorized to release information to them. Agent will not disclose the name and address of Client and the number of shares held to issuers of securities held in the Account unless Client authorizes such disclosure.

I authorize Agent to disclose my name, address and share position.

I do not authorize Agent to disclose my name, address and share position.

Agent shall not be responsible or liable for determination or payment of any taxes assessed against the Account or the income thereof nor for the preparation or filing of any tax returns, other than withholding required by statute or treaty. For such purposes, the status of Client shall be described as follows (Client agrees to notify Agent immediately in writing of any change in such status).

Citizen or Subject of: _____

Married or Single: _____

Legal Residence: _____

Agent is capable of preparing an annual statement of income, summarized for income tax purposes, including gains and losses for all investment changes in the Account (provided cost basis information is available). Client understands that such a statement will not be prepared unless specifically requested by Client and that a charge for preparation of such a detailed statement will be made proportionate to the amount of actual work involved.

- This service is desired This service is not desired

All written directions in regard to this Account must be personally signed by Client or, if an Investment Advisor has been designated for the Account, such Investment Advisor. However, Agent in its sole discretion may accept directions from Client or a designated Investment Advisor, whether given orally, by telephone, facsimile, electronic mail, telegraph, cable or radio, which

6. Additional Duties and Powers of Agent

In addition to other duties of Agent set forth elsewhere in this Agreement, Agent agrees (subject to the limitations set forth in Paragraph 2) to: (i) act solely for the benefit of Client; (ii) use reasonable care and skill in carrying out the purposes of this agency; (iii) act with good faith and undivided loyalty; (iv) disclose all relevant information to Client; (v) safekeep all assets; (vi) collect the income from all assets and the proceeds of the sale, redemption or maturity thereof; (vii) distribute income and principal as directed by Client or, absent such direction, as herein specifically provided; and (viii) furnish annually to Client information with respect to the Account necessary to facilitate preparation of Client's income tax returns.

In order to enable Agent to carry out its duties under this Agreement Client hereby grants to Agent the powers to: (i) do any act which Agent considers to be in furtherance of the agency in the same manner as Client might do with respect to his or her property; (ii) retain, invest and reinvest in property of any kind and in any amount without regard to statutes or rules of law (including any requirement of diversification) regulating investments by Agent; (iii) invest and reinvest in any common trust fund maintained by Agent for collective investment of assets administered by Agent; (iv) purchase life insurance, annuities and other insurance products; (v) invest in shares of regulated open-end investment companies and, in connection therewith, receive and retain for its own account any and all payments which may from time to time be made by such investment companies or their affiliated entities for providing administrative or distribution related services thereto; (vi) pledge and mortgage assets; (vii) option, sell, lease or exchange property; (viii) vote stock and participate in corporate reorganizations, consolidations, mergers, and similar transactions and to give limited or unlimited proxies, voting with respect thereto in such fashion as Agent determines to be appropriate in its sole discretion unless specifically otherwise directed by Client or any designated Investment Advisor; (ix) carry assets in its own name or in the name of a nominee without disclosure of the agency; (x) in its capacity as Agent hereunder deal with itself or its affiliates; and (xi) allocate receipts and disbursements between

it believes to be genuine; but Agent shall not be liable for executing, failing to execute, or any mistake in the execution of, any such instructions except in the case of willful default.

Agent will be reimbursed for reasonable expenses of administration of the Account (including, without limitation, brokers' commissions, stock transfer costs, postage and other out-of-pocket expenses), and will be entitled to fees for its services hereunder based on its current published fee schedule in use at the regular fee payment dates for Agency Accounts, in accordance with Agent's practices and policies. Agent may charge its fees to, and receive compensation and reimbursement of expenses from, income generated by the Account. Client shall be responsible for payment of such fees and expenses upon presentation of a statement therefor to the extent income in the Account is insufficient for the payment thereof. Assets in the Account may be liquidated in the discretion of Agent as required for payment of delinquent fees and expenses due to Agent.

Agent shall be entitled to receive and retain for its own account (in addition to fees payable to Agent for its services hereunder) any shareholder services fees as may be payable to Agent by any mutual fund for providing administrative support services ("shareholder services") to such mutual fund. Such shareholder services include (i) establishing and maintaining accounts and records for individual trust and agency accounts that invest in such mutual fund, (ii) processing dividends and distribution payments from the mutual fund, (iii) providing information concerning ownership of shares of the mutual fund in periodic statements for accounts, (iv) aggregating transfers of funds to and from the mutual fund for purchases, sales and distributions with respect to accounts administered by Agent, (v) where required, forwarding shareholder communications received from the mutual fund (such as proxies, annual and other periodic reports, dividend notices and tax information) to owners or beneficiaries of specific accounts, and (vi) other services that would be required to be undertaken by the mutual fund if separate mutual fund accounts were maintained by the mutual fund for separate trust and agency accounts administered by Agent which hold investments in such mutual funds.

Client may add assets to the Account subject to Agent's acceptance thereof and Client may withdraw all or any portion of the Account from time to time upon giving written notice and a receipt to Agent therefor.

In consideration of Agent accepting this Account, Client agree(s) individually to indemnify and hold Agent harmless from any and all costs, damage, expense and liability which Agent may incur by reason of any action taken or omitted to be taken by it upon instructions of Client or any designated Investment Advisor in connection with this Account.

Client and Agent on execution of this agreement agree to be bound by all its terms and conditions and further agree the same shall remain in full force and effect until terminated, expressly revoked or amended in writing. Either Client or Agent may revoke this agreement upon written notice delivered to the other and the same may be amended upon the mutual agreement of both. This agreement shall not terminate upon (but rather shall survive) Client's disability. However, this agreement shall terminate upon Client's death unless this Account is designated as a joint account with right of survivorship, in which event this agreement shall continue in effect and continue to govern administration of the Account for the benefit of the surviving Client(s).

principal and income according to accepted rules of accounting where there is no provision made therefor by statute. All powers granted to Agent in this paragraph and elsewhere in this Agency Agreement shall be continuing and may be exercised without leave of court.

This Agreement will be governed by the laws of the State of Georgia, without regard to its principles or conflicts of law.

7. Special Instructions

A. Reliance shall use the following type of money market fund:

____ Tax Free ____ Taxable-U.S. Government ____ Taxable-Domestic

B. Outside Investment Manager: No Yes Contact Information: _____

C. Additional Special Instructions:

WIFE ALL INTEREST AND INCOME TO THE INSTRUCTIONS
OUTLINED IN SECTION 4.

8. Acknowledgement and Certification

CLIENT ACKNOWLEDGES THAT INVESTMENT SECURITIES HELD IN THE ACCOUNT ARE NOT FDIC INSURED, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, NOR GUARANTEED BY, RELIANCE TRUST COMPANY OR ITS AFFILIATES, AND INVOLVE INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

Substitute W-9: Under penalties of perjury, I certify that:

1. The TIN shown below is my correct taxpayer identification number (or I am waiting on a number to be issued to me), AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND
3. I am a U.S. person (including a U.S. resident alien).

TIN : _____

Certification Instructions

You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

9. Agree to Terms

Opening the Account

I authorize Agent to open an Account in the names of the account holders listed on this application. I understand that an account termination fee will apply if all or a portion of the assets in the Account are transferred to another institution during the 12-month period following opening the Account.

I agree to pay the fees that apply based on transactions, activities and requests and any fees associated with the program or service in which the Account is enrolled. I further agree to review the most current Agent fee schedule, including any amendments, which describes Agent's fees in greater detail.

Some programs and services may have a special fee schedule that is not included in the Agent fee schedule. If so, I understand that I will be informed

of that additional pricing at the time the Account is enrolled in the program or service.

Understanding Our Agreement

- I agree to:
- read the Account Agreement,
 - read other agreements relating to my Account,
 - read amendments to the agreements,
 - contact an Agent's representative if I do not receive or understand the agreements or amendments, and
 - be bound by the terms of these agreements and all amendments

If I enroll in programs, services or features for the Account after it is opened, I agree to be subject to the terms in the agreements or disclosures relating to such programs, services or features.

Responsibility for Investment Decisions

I acknowledge that:

- I am responsible for determining whether each investment strategy undertaken for the Account is suitable;
- Agent is not responsible for determining whether any investment strategy is suitable for the Account; and
- Agent does not give tax or legal advice.

Granting a Lien on My Accounts

Each Account holder agrees that debts which any Account holder owes to Agent are secured by a lien on all assets held with Agent by any Account holder. This includes assets:

- that any Account holder owns now or in the future,
- held in any current or future Agent account, and
- in which any Account holder has an individual, joint or other interest.

Verification

I authorize Agent to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness and ongoing eligibility for the account (and that of my spouse, if I live in a community property state) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Account Holders with More than One Account at Reliance Trust Company

I authorize Agent to transfer assets between my accounts at my request without the necessity of written authorization.

Arbitration

I agree to settle by arbitration any controversy between myself and Agent and/or any Agent officers, directors, employees or agents relating to the Account Agreement, my brokerage account or account transactions, or in any way arising from my relationship with Agent as provided in the Investment Account Agreement.

The following disclosures are made pursuant to applicable self-regulatory organization rules: (1) arbitration is final and binding on all parties; (2) the parties are waiving their right to seek remedies in court, including the right to a jury trial; (3) pre-arbitration discovery is generally more limited than and different from court proceedings; (4) the arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; (5) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. No person shall bring a putative or certified class action to arbitration, nor seek to

enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative action until: (1) the class certification is denied, (2) the class is decertified, or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Brokerage/Trade Execution Process

Agent's trading personnel will attempt to obtain best execution for customers when a transaction request is received, whether from a discretionary or non-discretionary account. This simply means Agent will work on its customer's behalf to obtain the most favorable price terms for a transaction reasonably available under the circumstances. Unless specifically directed, Agent will use its discretion on how to best effect the transaction, including the utilization of electronic trading platforms and through reputable broker/dealer organizations known for their trading and research capabilities. Factors considered by Agent trading personnel in the placement of the trade include, but are not limited to, the size of the order relative to the trading activity and liquidity in the security, the difference between the indicated bid/offer price and the depth of broker/dealer activity in the security.

Based on market surveys, Agent has determined that the transaction fee schedules associated with each type of account relationship maintained are considered to be fair, reasonable and in line with comparative organizations providing similar services. Clients may direct Agent to use particular broker/dealers to execute portfolio transactions. In these instances, Agent will not

attempt to negotiate commissions with the designated broker/dealer and clients may pay higher commissions than they might have paid if they had not made such a designation.

Since commission rates are negotiated between Agent and the broker/dealer firms utilized, trade related charges to the account for fulfilling a transaction request may be greater than the direct costs incurred for executing the trade. In the investment business these differences are known as "soft dollars". If and when soft dollars are generated, Agent uses these funds for the purchase of research products and/or services which benefit client and other customers. Products and services included within these categories include trading systems, real time quote and pricing services, on line news and research services (including company/industry research, investment strategy, economic and technical analysis, and mutual fund databases), investment related technology (software and hardware), performance measurement and financial publications.


Ongoing maintenance of the Account at Agent indicates acceptance of the above. More detailed information on this issue including commission schedules, and products or services purchased will be furnished upon request to the administrator assigned to the Account.

Amendment

Agent retains the right to amend this Agreement at any time upon not less than 30 days prior notice to Client. Client will be deemed to have consented to any amendment unless, within 30 days from the date of mailing of the notice of the amendment, Client notifies Agent in writing that Client does not consent.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE ACCOUNT TERMS AND THE AGENT FEE SCHEDULE, INCLUDING ANY AMENDMENTS, TO RETAIN FOR MY RECORDS.

Signature(s) Required



Client ADUANTA BUSINESS SERVICE HOLDINGS CORP
Date 12/2/10

Agent: Reliance Trust Company


Accepted 12/8/10
Date

Client (Co-owner) _____
Date