

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

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<i>In re</i>	:	Chapter 11
	:	
ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-13931 (KJC)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	Hearing Date: 1/5/10 at 1:00 p.m.
	:	Obj. Deadline: 12/28/09 at 4:00 p.m.
	X	

**APPLICATION OF THE DEBTORS PURSUANT TO SECTIONS 327 AND 328 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULE 2014 FOR AUTHORIZATION TO
RETAIN AND EMPLOY KPMG LLP AS TAX CONSULTANTS AND ADVISORS
NUNC PRO TUNCTO TO THE COMMENCEMENT DATE**

¹ The Debtors in these 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). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5. Las Vegas, NV 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors’ businesses and the background relating to the 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., BizEquity 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*”). As of the Commencement Dates, the Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Further, in accordance with an order of this Court, the Debtors’ cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”).

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

Relief Requested

1. By this application (the “*Application*”), pursuant to sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rule 2014, the Debtors are seeking to retain KPMG LLP (“*KPMG*”) as auditors and tax consultants and advisors related to (i) the audit of Advanta’s consolidated financial statements and internal control over financial reporting and (ii) the review of the Debtors’ consolidated 2009 corporate income tax return, respectively, *nunc pro tunc* to the Commencement Date. In support of the Application, the Debtors rely on the Declaration of John P. Depman, a Certified Public Accountant and a partner of KPMG (the “*Declaration*”), attached hereto as Exhibit “A.” The Debtors’ engagement of KPMG shall be in accordance with the terms of that certain letter dated November 20, 2009 (the “*2009 Tax Return Letter*”) and that certain letter dated October 29, 2009 (the “*Audit Letter*” and, together with the 2009 Tax Return Letter, the “*Letter Agreements*”), attached hereto as Exhibit “B-1” and Exhibit “B-2,” respectively.

Basis for Relief Requested

2. Pursuant to section 327(a) of the Bankruptcy Code, a debtor in possession is authorized to employ professional persons “that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor in possession] in carrying out [its] duties under this title” 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code further provides, “Notwithstanding section 327(a) of this title, a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession solely because of such person’s employment by or representation of the debtor before the

commencement of the case.” 11 U.S.C. § 1107(b). Section 328(a) of the Bankruptcy Code, further clarifies that a debtor in possession may employ professional persons under section 327(a) of the Bankruptcy Code “on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

3. As required by Bankruptcy Rule 2014(a), this Application sets forth the following: (a) the specific facts showing the necessity for KPMG’s employment, (b) the reasons for the selection of KPMG as the Debtors’ auditors and tax consultants in connection with these chapter 11 cases, (c) the professional services to be provided by KPMG, (d) the arrangement between the Debtors and KPMG with respect to KPMG’s compensation, and (e) to the best of the Debtors’ knowledge, the extent of KPMG’s connections, if any, to certain parties-in-interest in these chapter 11 cases.

The Debtors’ Retention of KPMG Is Warranted

Retention of KPMG

4. The Debtors have employed KPMG since December 2008. By virtue of its prior engagements, KPMG is familiar with the Debtors’ businesses and is therefore qualified to continue to provide related auditing and tax consulting services to the Debtors. As such, retaining KPMG is an efficient and cost effective manner in which the Debtors may obtain the requisite services.

KPMG’s Qualifications

5. By this Application, the Debtors seek to employ and retain KPMG to provide certain auditing and tax consulting services during the pendency of these chapter 11 cases. The Debtors have selected KPMG because of KPMG’s extensive experience and expertise in providing the services described in this Application.

6. KPMG's professionals are providing or have provided tax, audit, and other advisory services in connection with restructurings in the following chapter 11 cases: Boscov's, Flying J, GWLS, SemCrude, L.P., Spansion, Sun-Times, Tropicana, Hayes Lemmerz, Six Flags, BMHC, Muzak Holdings, Pliant, JL French, R.H. Donnelley Corporation and Eddie Bauer. Because of KPMG's extensive expertise, and KPMG's familiarity with the Debtors' affairs, the Debtors believe that KPMG is both well-qualified and uniquely able to provide the Debtors with those certain auditing and tax consulting services described below in a cost-effective and efficient manner.

Services to Be Provided by KPMG

7. The Debtors have negotiated the terms of the Letter Agreements, which sets forth the services that KPMG will provide to the Debtors as well as the manner in which KPMG will be compensated for such services, and KPMG has stated its desire and willingness to act in these chapter 11 cases and to render the necessary professional services for the Debtors. To date, KPMG has provided, and/or will provide on a going-forward basis, upon the Court's approval of this Application, the following services:

Tax Consulting Services

8. As more fully set forth in the Declaration and the 2009 Tax Return Letter, the services provided by KPMG under such letter will include the review of the Debtors' consolidated 2009 U.S. corporate income tax return and related work papers (the "***Tax Consulting Services***"). Because of the Debtors' need for the Tax Consulting Services, KPMG agreed to commence performing services as of the Commencement Date, while also working with the Debtors' counsel to complete this Application.

9. Pursuant to section 328(a) of the Bankruptcy Code, the Debtors request that the Court approve the retention of KPMG under the 2009 Tax Return Letter at an hourly

rate. Set forth below are the hourly billing rates currently charged by KPMG pursuant to the terms of the 2009 Tax Return Letter:²

<u>Classification</u>	<u>Hourly Rate</u>
Partner	\$693.75
Director	\$656.25
Senior Manager	\$600.00
Manager	\$487.50
Senior Tax Associate	\$318.75
Tax Associate	\$243.75
Para-Professional	\$150.00

Audit Services

10. As more fully set forth in the Declaration and the Audit Letter, the services provided by KPMG under such letter will include the audit of Advanta’s consolidated financial statements and the audit of its internal control over financial reporting (the “*Audit Services*”). Because of the Debtors’ need for the Audit Services, KPMG also agreed to commence performing services as of the Commencement Date, while also working with the Debtors’ counsel to complete this Application.

11. Pursuant to section 328(a) of the Bankruptcy Code, the Debtors request that the Court approve the retention of KPMG under the Audit Letter at an hourly rate. Set forth below are the hourly billing rates currently charged by KPMG pursuant to the terms of the Audit Letter:³

² KPMG has reserved the right to review, and periodically adjust, its hourly rates under the 2009 Tax Return Letter.

³ KPMG has reserved the right to review, and periodically adjust, its hourly rates under the Audit Letter.

<u>Classification</u>	<u>Hourly Rate</u>
Partners	\$535.50
Managing Directors	\$479.25
Senior Managers	\$440.00
Managers	\$363.50
Senior Associates	\$287.00
Associates	\$122.50-\$173.00
Para-Professional	\$70.00

12. As noted in the Declaration, the majority of fees to be charged in this engagement reflect a reduction of approximately 20% - 30% from KPMG's normal and customary rates, depending on the types of services to be rendered.

13. KPMG will also seek compensation and reimbursement of out-of-pocket expenses as specified in the Letter Agreements, with the payment of such fees and expenses to be approved in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the United States Bankruptcy Court for the District of Delaware, the fee and expense guidelines established by the U.S. Trustee, and any orders of this Court.

14. Notwithstanding the approval of the compensation requested herein, all of KPMG's fees and out-of-pocket expenses in this case will be subject to the approval of the Court upon proper application by KPMG in accordance with the standard of review set forth in section 330 of the Bankruptcy Code, the fee and expense guidelines established by the U.S. Trustee, and orders of the Court.

15. Subject to this Court's approval of the Application, KPMG is willing to serve as the Debtors' auditors and tax consultants and to perform the services described above.

Disclosure Concerning Conflicts of Interest

16. KPMG has informed the Debtors that, except as qualified in the Declaration, KPMG has no material connection with the Debtors, their creditors, any other party-

in-interest, their respective attorneys and accountants, the United States Trustee for the District of Delaware (the “*U.S. Trustee*”), or any person employed by the office of the U.S. Trustee in the above-captioned chapter 11 cases.

17. Based on the Declaration, the Debtors believe KPMG (a) does not hold or represent any interest adverse to the Debtors or their estates, and (b) is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code (as qualified by section 1107(b) of the Bankruptcy Code) and in accordance with section 327(a) of the Bankruptcy Code. The Debtors’ knowledge, information, and belief regarding the matters set forth herein are based on, and made in reliance upon, the Declaration.

18. The Debtors believe that the employment of KPMG is necessary and is in the best interests of the Debtors and their estates.

19. As of the date the Debtors filed for bankruptcy protection, KPMG was not a “creditor” of the Debtors within the meaning of section 101(10) of the Bankruptcy Code. The Debtors paid KPMG approximately \$900,000 in the 90-day period prior to the Commencement Date in connection with Audit Services performed for the 2008 and 2009 fiscal years. As of the Commencement Date, KPMG did not hold a prepetition claim against the Debtors for services rendered in connection with the engagement. To the extent the Application is granted, KPMG has agreed to waive amounts owed for professional services rendered prior to the Commencement Date.

Indemnification Provisions

20. As outlined in paragraph 8 of KPMG’s Standard Terms and Conditions for Advisory and Tax Services, the Debtors have agreed to indemnify KPMG from and against certain losses arising out of their engagement by the Debtors, other than claims which are

judicially determined to have resulted from the willful misconduct or gross negligence of KPMG.

Jurisdiction

This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Notice

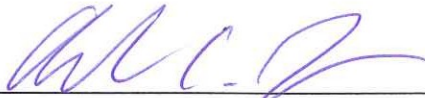
No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion has been provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) proposed counsel to the official committee of general unsecured creditors; (iii) Law Debenture Trust Company of New York, as trustee under the Investment Note Indenture and 8.99% Indenture (both as defined in the Rosoff Declaration); (iv) KPMG; and (v) those parties who have requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “*Notice Parties*”). The Debtors respectfully submit that no further notice of this Motion is required.

No Previous Request

No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto as Exhibit C, (i) authorizing the retention and employment of KPMG as set forth herein, and (ii) granting such other and further relief as the Court may deem just and proper.

Dated: December 9, 2009
Wilmington, Delaware



Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
Andrew C. Irgens (No. 5193)
RICHARDS, LAYTON & FINGER, P.A.
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WEIL, GOTSHAL & MANGES LLP
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Robert J. Lemons
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Telephone: (212) 310-8000
Facsimile: (212) 310-8007

PROPOSED ATTORNEYS FOR
DEBTORS AND DEBTORS IN
POSSESSION

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

-----X
: *In re* : Chapter 11
: :
: :
: : ADVANTA CORP., *et al.*, : Case No. 09-13931 (KJC)
: :
: : Debtors.¹ : (Jointly Administered)
: :
: : **Hearing Date: 1/5/09 at 1:00 p.m.**
: : **Obj. Deadline: 12/28/09 at 4:00 p.m.**
-----X

NOTICE OF APPLICATION AND HEARING

PLEASE TAKE NOTICE that, on December 9, 2009, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), filed the **Application of the Debtors Pursuant to Sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rule 2014 for Authorization to Retain and Employ KPMG LLP as Tax Consultants and Advisors *Nunc Pro Tunc* to the Commencement Date** (the “Application”) with the United

¹ The Debtors in these 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). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5. Las Vegas, NV 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors’ businesses and the background relating to the 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., BizEquity 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*”). As of the Commencement Dates, the Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Further, in accordance with an order of this Court, the Debtors’ cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”).


States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Application must be in writing, filed with the Clerk of the Bankruptcy Court and served upon and received by the undersigned proposed counsel for the Debtors on or before **December 28, 2009 at 4:00 p.m. (Eastern Standard Time)**.

PLEASE TAKE FURTHER NOTICE that if any objections to the Application are timely-filed, served and received and such objections are not otherwise timely resolved, a hearing to consider such objections and the Application will be held before The Honorable Kevin J. Carey at the Bankruptcy Court, 824 North Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801 on **January 5, 2010 at 1:00 p.m. (Eastern Standard Time)**.

IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: December 9, 2009
Wilmington, Delaware



Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
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PROPOSED ATTORNEYS FOR
DEBTORS AND DEBTORS IN
POSSESSION

EXHIBIT A

Declaration

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**DECLARATION OF JOHN P. DEPMAN IN SUPPORT OF THE DEBTORS'
APPLICATION TO RETAIN AND EMPLOY KPMG LLP
AS AUDITORS, TAX CONSULTANTS AND ADVISORS
NUNC PRO TUNC TO THE COMMENCEMENT DATE**

I, John P. Depman, pursuant to Section 1746, Title 28, United States Code, hereby declare as follows:

1. I am a Certified Public Accountant and a partner of KPMG LLP, a professional services firm ("KPMG"). KPMG is the United States member firm of

¹ The Debtors in these 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), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5. Las Vegas, NV 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors' business and the background relating to events leading up to these chapter 11 cases can be found in 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 Debtors filed their petitions (the "*Commencement Date*") under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. In accordance with an order of this Court, the Debtors' cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*").

KPMG International, a Swiss cooperative. I submit this declaration on behalf of KPMG in support of the application (the "Application")² of the above-captioned Debtors and Debtors-in-possession (the "Debtors"), for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), authorizing the Debtors to retain and employ KPMG as auditors, tax consultants and advisors to the Debtors *nunc pro tunc* to the Commencement Date. I have personal knowledge of the matters set forth herein.³

Qualifications of Professionals

2. KPMG is a firm of public accountants as defined under the Code of Professional Conduct of the American Institute of Certified Public Accountants.

3. The Debtors have selected KPMG as their auditors, tax consultants and advisors because of the firm's diverse experience and extensive knowledge in the fields of accounting, taxation, and operational controls for large sophisticated companies both in chapter 11 as well as outside of chapter 11.

4. The Debtors have employed KPMG since 2002. By virtue of its prior engagements, KPMG is familiar with the books, records, financial information and other data maintained by the Debtors and is qualified to continue to provide tax consulting, accounting consultation and advisory services to the Debtors. As such, retaining KPMG

² Capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Application.

³ Certain of the disclosures herein relate to matters within the knowledge of other professionals at KPMG.

is an efficient and cost effective manner in which the Debtors may obtain the requisite services.

Services to be Rendered

5. Subject to approval of the Application, pursuant to the letter agreement between KPMG and one or more of the Debtors (the "Letter Agreements"), each of which are attached to the Application as Exhibit "B-1" and "B-2", KPMG will provide tax consulting, accounting consultation and advisory services as KPMG and the Debtors shall deem appropriate and feasible in order to advise the Debtors in the course of these cases, including, but not limited to the following:

(a) Accounting, Auditing & Risk Advisory Services

i. Audit of consolidated balance sheets of Advanta Corp. and subsidiaries as of December 31, 2009 and 2008, the related consolidated statements of income, changes in stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2009 and audit of internal control over financial reporting as of December 31, 2009;

ii. Audit of balance sheets of Advanta Capital Trust I as of December 31, 2009 and 2008, and the related statements of income, changes in common securityholders' equity, and cash flows for the years then ended;

iii. Audit of financial statements and supplemental schedules of the Advanta Corp. Employee Savings Plan as of December 31, 2009 and 2008, and for the year ended December 31, 2009 all of which are to be included in the Advanta Corp. Employee Savings Plan's Form 5500 filing with the Department of Labor and in the annual report on Form 11-K proposed to be filed by Advanta Corp. under the Securities and Exchange Act of 1934;

iv. Examination of management's assessment that Advanta Bank Corp. (ABC) complied with the servicing criteria set forth in Item 1122(d) of the Securities and Exchange Commission's Regulation AB for all asset-backed securities transactions conducted by the Advanta Business Card Master Trust backed by revolving business purpose credit card receivables for which the ABC acted as servicer as of December 31, 2009 and for the year then ended;

v. Assist in the preparation of financial documents which could include

monthly operating reports, court statements and schedules, disclosure statement and plan of reorganization;

vi. Data gathering support based on Debtors' specified directions throughout the matter to populate financial documents and support accounting positions;

vii. Bankruptcy accounting approach and work steps including providing authoritative guidance on the implementation of Topic 852, *Reorganization*; and

viii. Researching and documenting to support the accounting and reporting conclusions reached in accordance with Topic 852.

(b) Tax Consulting Services

a. Review of the 2009 Form 1120 U.S. Corporation Income Tax Return (consolidated);

b. Routine tax advice concerning the federal, state, local or foreign tax matters related to the preparation of the prior year's federal tax returns;

c. Routine tax advice concerning the federal, state, local or foreign tax matters for the current year or future years;

d. Routine dealings with a federal, state, local, or foreign tax authority (e.g., responding to automated interest and penalty notices, preparing tax computations based upon the taxpayer's concession or settlement of an issue with the relevant tax authority);

e. Additional compliance services (e.g., additional billings in excess of quoted fees for return preparation, amended returns, carry back claims, etc.);

f. Technical tax advice related to sales/use tax, and other non income tax matters;

g. Technical tax advice regarding the reporting, deductibility, or inclusion in income of certain compensation and payroll tax matters (including W-2, 1099, stock options, etc.);

h. Initial technical tax advice with tax issues regarding acquisitions, mergers, and dispositions;

i. Initial technical tax advice related to state and local income tax planning, transactions and structure;

j. Technical tax advice regarding new tax legislation, regulations and other changes in tax authorities;

k. Technical tax advice regarding tax accounting methods; and

ix. Tax advice with respect to the income tax consequences related to potential transfers of Advanta's issued equity securities that could result in the loss or limitation of the tax benefit of Advanta's net operating loss carryovers.

6. In addition to the foregoing, KPMG will provide such other consulting, advice, research, planning, and analysis regarding audit, tax and advisory services as may be necessary, desirable or requested from time to time.⁴

7. Subject to this Court's approval of the Application, KPMG is willing to serve as the Debtors' auditors, tax consultants and advisors and to perform the services described above.

Disinterestedness of Professionals

8. Based upon information supplied by Debtors' counsel, KPMG searched its client database from May 2, 2005 and forward to identify any connection or relationship with the parties listed on Schedule "1," attached hereto and incorporated herein, which lists the following categories:

- a. The Debtors;
- b. Non-Debtor Affiliates
- c. Merged/Dissolved Entities;
- d. Recent Sales and Acquisitions;

⁴ Although, by this Application, the Debtors are seeking to retain KPMG to provide such other consulting, advice, research, planning, analysis regarding audit/tax/advisory services as may be necessary, desirable or requested from time to time, internal KPMG procedures require that KPMG enter into additional letter agreements for additional work under certain circumstances. To the extent the Debtors request additional services not covered by the Letter Agreements, KPMG and the Debtors may enter into additional letter agreements, as is necessary, and file, for disclosure purposes, such additional letter agreements with the Court. Unless required by the Court, the Debtors and KPMG do not intend to seek separate retention orders with regard to any additional letter agreements. Instead, any additional letter agreements will be filed with the Court and served on the applicable notice parties, absent any objections filed within ten (10) days after the filing and service of such supplemental declarations or affidavits, KPMG's employment shall continue as authorized pursuant to the Proposed Order.

- e. Debtors' Current & Former Trade Names;
 - f. Debtor Affiliates' Current & Former Trade Names;
 - g. Current and Former Officers and Directors;
 - h. Debtors' Professionals;
 - i. Potentially Secured Creditors;
 - j. Top 100 Unsecured Creditors (consolidated);
 - k. Direct & Indirect Significant Equity Holders;
 - l. Insurers;
 - m. Parties to Litigation/Pending Liability;
 - n. Major Contract Counterparties [Vendors to the Debtor];
 - o. Governmental & Regulatory Agencies;
 - p. Taxing Authorities;
 - q. UCC-1.
9. KPMG's review consisted of queries of an internal computer database

containing names of individuals and entities that are present or recent and former clients of KPMG in order to identify potential relationships.⁵ This database includes engagement activity or potential engagement activity from May 2, 2005 forward. A summary of those current potential relationships that KPMG was able to identify using its reasonable efforts is reflected in Schedule "2" attached hereto.⁶ On an ongoing basis, KPMG will conduct further reviews of its professional contacts as it becomes aware of

⁵ As set forth in paragraph 15, KPMG is the United States member firm of KPMG International, a Swiss cooperative of independent member firms. While KPMG is a separate and distinct legal entity from all other member firms of KPMG International, in an attempt to identify conflicts among or between KPMG International member firms, KPMG International has a global conflict internal computer database related to the engagement activity or potential engagement activity of a majority of such member firms since May 2, 2005 that allows KPMG International member firms to identify potential conflicts between other KPMG International member firms. Financial information pertaining to engagement activity is the proprietary and confidential information of each individual member firm and KPMG does not have any legal right to access, or if accessed, disclose, such information relating to other KPMG International member firms.

⁶ Schedule "2" contains a list of the relationships or potential relationships of all KPMG International member firms (as opposed to solely KPMG) and one or more of the parties set forth on the conflicts checklist.

new parties of interest, as is stated below. To the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, KPMG neither holds nor represents an interest adverse to the Debtors' estates that would impair KPMG's ability to objectively perform professional services for the Debtors, in accordance with section 327 of the Bankruptcy Code.

10. To the best of my knowledge, KPMG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that, KPMG:

- a. is not a creditor, an equity security holder, or an insider of the Debtors;
- b. is not and was not, within two years before the date of filing of these chapter 11 cases, a director, officer, or employee of the Debtors; and
- c. does not have an interest materially adverse to the interest of the Debtor's/Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason.

11. As of the date the Debtors filed for bankruptcy protection, KPMG was not a "creditor" of the Debtors within the meaning of section 101(10) of the Bankruptcy Code.

12. To the best of my knowledge, except as set forth herein and in Schedule "2" attached hereto and incorporated herein by reference, (a) KPMG has no connections with the creditors, any other party-in-interest, or their respective attorneys and accountants; and (b) the KPMG partners and professionals working on this matter are not relatives of and have no known connection with the United States Trustee of the District of Delaware or of any known employee in the office thereof, or any United States Bankruptcy Judge of the District of Delaware.

13. KPMG has in the past been retained by, and presently provides and likely

in the future will provide services for, certain creditors of the Debtors, other parties-in-interest and their respective attorneys and accountants in matters unrelated to such parties' claims against the Debtors or interests in these chapter 11 cases. KPMG currently performs, has previously performed or may have performed such services for the entities listed in Schedule "2," however, except as disclosed herein, such services, to the extent performed by KPMG, are unrelated to the Debtors or their chapter 11 cases.

14. KPMG has not provided, and will not provide, any professional services to any of the creditors, other parties-in-interest, or their respective attorneys and accountants with regard to any matter related to these chapter 11 cases.

15. KPMG is the United States member firm of KPMG International, a Swiss cooperative of member firms, each a separate legal entity, located worldwide. Only KPMG is being retained in this matter. KPMG cannot assure that an engagement will not be accepted by a foreign member firm of KPMG International for another party that may bear upon KPMG's engagement by the Debtors. However, to the extent KPMG is aware of such engagement and believes such engagement may bear upon KPMG's engagement by the Debtors, KPMG will file a supplemental declaration with the Bankruptcy Court.

16. From time to time, KPMG may consult with certain professionals from member firms of KPMG International when necessary to the performance of its professional duties and services to the Debtors. The use of such professionals allows KPMG to maximize resources and minimize costs to the Debtors' estates. However, KPMG will not profit from the use of such persons.

17. In addition, from time to time, KPMG may use independent contractors, such as software providers. However, KPMG will not profit from the use of such

persons.

18. As part of its practice, KPMG appears in many cases, proceedings, and transactions involving many different law firms, financial consultants, and investment bankers in matters unrelated to these bankruptcy cases. KPMG has not identified any material relationships or connections with any law firm, financial consultant or investment banker involved in these chapter 11 cases that would cause it to be adverse to the Debtors, the Debtors' estates, any creditor or any other party-in-interest. If and when additional information becomes available with respect to any other relationships which may exist between KPMG, foreign member firms of KPMG International, or their partners and professionals and the Debtors, creditors, or any other parties in interest which may affect these cases, supplemental declarations describing such information shall be filed with this Court.

Professional Compensation

19. KPMG's requested that compensation for professional audit related services for the FY09 Integrated Audit rendered to the Debtors will be based upon the fee schedule estimates provided in the FY09 Integrated Audit Letter Agreement dated October 29, 2009. Prior to the filing of these bankruptcy petitions, KPMG had invoiced the Debtors for services provided in connection with the Integrated Audit in the amount of \$900,000 and the Debtors has paid those invoices. KPMG and the Debtors have agreed to continue invoicing the remaining amount for this FY09 Integrated Audit per the billing schedule (Appendix 1) of the Letter Agreement dated October 29, 2009.

20. KPMG requests compensation for professional services rendered to the Debtors will be based upon the hours actually expended by each assigned staff member at each staff member's hourly billing rate. The Debtors have agreed to compensate KPMG

for professional services rendered at its normal and customary hourly rates, subject to the reductions discussed below.

20. The majority of fees to be charged in this engagement reflect a reduction of approximately 20% - 30% from KPMG's normal and customary rates, depending on the types of services to be rendered.⁷ In the normal course of KPMG's business, the hourly rates are subject to periodic increase. To the extent such hourly rates are increased, KPMG requests that, with respect to the work to be performed after such increase, the rates listed below be amended to reflect the increase. The hourly rates for audit, tax and advisory services to be rendered by KPMG and applicable herein are as follows:

Audit, Audit-Related and Other Services	Rate/Range
Partners	\$535.50
Managing Directors	\$479.25
Senior Managers	\$440.00
Managers	\$363.50
Senior Associates	\$287.00
Associates	\$122.50 - \$173.00
Para-Professionals	\$70.00

Tax Services	Rate/Range
Partners	\$693.75

⁷ If in connection with any subsequent letter agreements, KPMG is retained to perform additional services at different rates, such rates will be disclosed in connection with the relevant letter agreements. As stated above, KPMG and the Debtors do not intend to seek separate retention orders with regard to any such letter agreements.

Managing Directors	\$656.25
Senior Managers	\$600.00
Managers	\$487.50
Senior Tax Associates	\$318.75
Tax Associates	\$243.75
Para-Professionals	\$150.00

21. KPMG also will seek reimbursement for reasonable necessary expenses incurred, which shall include meals, lodging, travel, photocopying, delivery service, postage, vendor charges and other out-of-pocket expenses incurred in providing professional services.

22. KPMG intends to apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and orders of this Court. KPMG has agreed to accept as compensation such sums as may be allowed by the Court and understands that interim and final fee awards are subject to approval by the Court.

23. KPMG has agreed to modify the Letter Agreements, including the Standard Terms and Conditions attached thereto, during the course of these chapter 11 cases as set forth in the proposed order attached to the Application as Exhibit C.

25. The Debtors paid KPMG approximately \$748,118 in the 90-day period prior to the Commencement Date. As of the Commencement Date, KPMG did not hold a prepetition claim against the Debtors for services rendered in connection with the engagement.

24. To the extent the Application is granted, KPMG has agreed to waive amounts owed for professional services rendered prior to the Commencement Date.

25. Except as set forth in paragraphs 16 and 17, (a) no commitments have been made or received by KPMG with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code; and (b) there is no agreement or understanding between KPMG and any other entity, other than a member, partner or regular associate of KPMG, for the sharing of compensation received or to be received for services rendered in connection with these proceedings.

26. This declaration is provided in accordance with sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of December, 2009.



John, P. Depman
Partner
KPMG LLP
1601 Market Street
Philadelphia, PA 19103

EXHIBIT B-1

2009 Tax Return Letter



KPMG LLP
1601 Market Street
Philadelphia, PA 19103-2499

October 29, 2009

Advanta Corp.
Welsh and McKean Roads
Spring House, Pennsylvania 19477

Attention: Thomas P. Costello, Chariman of the Audit Committee of Advanta Corp.

This letter (the Engagement Letter) confirms our understanding of our engagement to provide professional services to Advanta Corp. and subsidiaries (the Company).

Advanta Corp. and subsidiaries (Advanta Corp.)

Objectives and Limitations of Services

Integrated Audit Services

We will perform an audit of Advanta Corp.'s consolidated financial statements and an audit of its internal control over financial reporting (collectively, the Integrated Audit).

Based on our Integrated Audit, we will issue our reports on:

- The consolidated financial statements of Advanta Corp. as set forth in Appendix I;
- The effectiveness of internal control over financial reporting as set forth in Appendix I.

These reports will be included in the annual report (Form 10-K) proposed to be filed by Advanta Corp. under the Securities Exchange Act of 1934.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of the financial reporting and preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. Because management's assessment and our audit will be conducted to also meet the reporting requirements of Section 112 of the Federal Deposit Insurance Corporation Improvement Act (FDICIA), management's assessment and our audit of Advanta Corp.'s internal control over financial reporting include controls over the preparation of the schedules equivalent to the basic financial statements in accordance with the Federal Financial Institutions Examination Council Instructions for Consolidated Reports of Condition and Income (call report instructions) on behalf of Advanta Bank Corp. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.



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We have the responsibility to conduct and will conduct the:

- a. audit of the consolidated financial statements in accordance with the standards of the Public Company Accounting Oversight Board (PCAOB) (United States), with the objective of expressing an opinion as to whether the presentation of the consolidated financial statements and schedules, taken as a whole, conforms with U.S. generally accepted accounting principles.
- b. audit of internal control over financial reporting in accordance with the standards of the PCAOB (United States), with the objective of obtaining reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

The consolidated financial statements, management's assessment of the effectiveness of internal control over financial reporting, and our reports on the financial statements and the effectiveness of internal control over financial reporting are subject to review by the Securities and Exchange Commission (SEC) staff and to the application by them of their interpretation of the relevant rules and regulations.

Our Integrated Audit will include:

- a. performing tests of the accounting records and such other procedures, as we consider necessary in the circumstances, to provide a reasonable basis for our opinions.
- b. assessing the accounting principles used and significant estimates made by management, and evaluating the overall consolidated financial statement presentation.
- c. obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we consider necessary in the circumstances.

Our Integrated Audit:

- a. will be planned and performed to obtain reasonable, but not absolute, assurance about whether the consolidated financial statements are free of material misstatement, whether caused by error or fraud. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Therefore, there is a risk that material errors, fraud (including fraud that may be an illegal act), and other illegal acts may exist and not be detected by an Integrated Audit performed in accordance with the standards of the PCAOB (United States). Also, an audit is not designed to detect matters that are immaterial to the consolidated financial statements. Our Integrated Audit will be planned and performed with an objective to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects as of Advanta Corp.'s fiscal year end and that the consolidated financial statements are free from material misstatement.
- b. cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become



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inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our reports will be addressed to the board of directors of Advanta Corp. and will be in a form that is in accordance with the published rules and regulations of the SEC and the standards of the PCAOB (United States). We cannot provide assurance that unqualified opinions will be rendered. Circumstances may arise in which it is necessary for us to modify our reports or withdraw from the engagement.

While our reports may be sent to Advanta Corp. electronically for your convenience, only the hard copy reports are to be relied upon as our work product.

As part of our Integrated Audit, we will read the other information in your annual report (Form 10-K) and consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the consolidated financial statements or is inconsistent with the results of our audit of internal control over financial reporting. However, our Integrated Audit does not include the performance of procedures to corroborate such other information (including forward-looking statements).

FDIC Improvement Act of 1991 (FDICIA)

Because management's assessment and our audit will be conducted to also meet the reporting requirements of Section 112 of the FDIC Improvement Act of 1991 (FDICIA), management's assessment and our audit of Advanta Corp.'s internal control over financial reporting include controls over the preparation of the schedules equivalent to the basic financial statements in accordance with the instructions to the Federal Financial Institutions Examination Council Instructions for Consolidated Reports of Condition and Income (call report instructions) on behalf of Advanta Bank Corp.

We will not express an opinion or any other form of assurance on management's statement referring to compliance with laws and regulations.

Quarterly Review Services

We will review the condensed consolidated balance sheets of Advanta Corp. as set forth in Appendix I, and the related condensed consolidated statements of income, stockholders' equity, and cash flows for the quarterly and year-to-date periods, which are to be included in the quarterly reports (Form 10-Q) proposed to be filed by Advanta Corp. under the Securities Exchange Act of 1934. We will also review the selected quarterly financial data specified by Item 302 of Regulation S-K, which is required to be included in the annual report (Form 10-K) proposed to be filed by Advanta Corp. under the Securities Exchange Act of 1934.

We have the responsibility to conduct our reviews in accordance with the provisions of the standards of the PCAOB (United States). The objective of a review of interim financial information is to provide us with a basis for communicating whether we are aware of any material modifications that should be made to such interim financial information for it to conform to U.S. generally accepted accounting principles. Our procedures will be substantially less in scope than an Integrated Audit performed in accordance with the standards of the PCAOB (United States), the objective of which is the expression of opinions regarding the financial statements taken as a whole and internal control over financial reporting. Accordingly, we will not express an opinion on Advanta Corp.'s interim financial information.



Our reviews will consist principally of performing analytical procedures applied to financial data and making inquiries of Advanta Corp.'s personnel responsible for financial and accounting matters. Our reviews will include obtaining sufficient knowledge of Advanta Corp.'s business and its internal control as it relates to the preparation of both annual and interim financial information to (a) identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence, and (b) select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform with U.S. generally accepted accounting principles.

A review does not contemplate tests of internal controls or accounting records, tests of responses to inquiries by obtaining corroborating evidential matter, and certain other procedures ordinarily performed during an Integrated Audit. Thus, a review does not provide assurance that we will become aware of all significant matters that would be disclosed in an Integrated Audit. Further, a review is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses and cannot be relied on to detect errors, fraud, or illegal acts.

As agreed, we will not issue a written report upon completion of each review. Advanta Corp. understands that any reference to interim financial information as reviewed by us when such information is included in documents issued to stockholders or third parties (including the SEC) will necessitate the issuance of a written review report, which must accompany the interim financial information in the document.

Registration Statements and Other Offering Documents

We understand that the consolidated financial statements, management's assessment regarding the effectiveness of internal control over financial reporting, and our written audit reports on the financial statements and the effectiveness of internal control over financial reporting, as described above, are to be included by Advanta Corp. in its annual report (Form 10-K), and that in so doing, Advanta Corp. will be incorporating by reference the consolidated financial statements, management's assessment regarding the effectiveness of internal control over financial reporting, and our reports on the financial statements and the effectiveness of internal control over financial reporting in previously filed and effective Forms S-3 and S-8. Prior to issuing our consent to the incorporation by reference in these registration statements of our reports with respect to the consolidated financial statements and internal control over financial reporting described above, we will perform procedures as required by the standards of the PCAOB (United States), including, but not limited to, reading information incorporated by reference in these registration statements and performing subsequent event procedures.

Should Advanta Corp. wish to include or incorporate by reference the consolidated financial statements, management's assessment regarding the effectiveness of internal control over financial reporting, and our audit reports on the financial statements and the effectiveness of internal control over financial reporting into a future filing under the Securities Act of 1933, or an exempt offering, prior to our consenting to include or incorporate by reference our reports on the consolidated financial statements and internal control over financial reporting, we would consider our consent to the inclusion of our reports and the terms thereof at that time. We will be required to perform procedures as required by the standards of the PCAOB (United States), including, but not limited to, reading other information incorporated by reference in the registration statement or other offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with



information, or the manner of its presentation, appearing in the consolidated financial statements or is inconsistent with the results of our audit of internal control over financial reporting. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future filings or other offering documents will be determined at the time the services are to be performed.

Comfort Letters

Should a comfort letter be requested in connection with a future filing under the Securities Act of 1933, or an exempt offering, the specific terms of our services will be determined at that time. Prior to our issuance of a comfort letter, management of Advanta Corp. agrees to supply us with a representation letter that will, among other things, confirm that no events have occurred that would require adjustments to (or additional disclosures in) the audited consolidated financial statements or management's assessment regarding the effectiveness of Advanta Corp.'s internal control over financial reporting as of December 31, 2009 referred to above and confirm Advanta Corp.'s responses to certain inquiries made in connection with our issuance of the comfort letter.

Our Responsibility to Communicate with the Audit Committee

In conjunction with management, who is responsible for establishing Advanta Corp.'s accounting policies, we will discuss our judgments of the quality and understandability, not just the acceptability, of Advanta Corp.'s accounting policies and disclosures, prior to the filing of our audit reports with the SEC. We believe oral communication is the appropriate forum to provide open and frank dialogue.

We will report to the audit committee, in writing, the following matters prior to the filing of our audit reports with the SEC:

- All material weaknesses¹ and significant deficiencies² identified during the Integrated Audit. If a material weakness or significant deficiency exists because of the oversight of the company's external financial reporting and internal control over financial reporting by the audit committee, we report such deficiency in writing to the board of directors.
- Corrected misstatements arising from the Integrated Audit that could, in our judgment, either individually or in aggregate, have a significant effect on Advanta Corp.'s financial reporting process. In this context, corrected misstatements are proposed corrections of the financial statements that were recorded by management and, in our judgment, may not have been detected except through the auditing procedures performed.

¹ A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis.

² A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of the company's financial reporting.



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- Uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in aggregate.
- All relationships between KPMG LLP (KPMG) and its related entities and Advanta Corp. and its related entities or persons in financial reporting oversight roles at Advanta Corp. that may reasonably be thought to bear on independence.
- Alternative treatments within U.S. generally accepted accounting principles for accounting policies and practices related to material items that have been discussed with management during the current audit period, including i) ramifications of the use of such alternative disclosures and treatments and the treatment preferred by us and ii) the process used by management in formulating particularly sensitive accounting estimates.
- Disagreements with management or other significant difficulties encountered in performance of our audit or review services.
- Critical accounting policies and practices applied in the consolidated financial statements and our assessment of management's disclosures regarding such policies and practices, including why certain policies and practices are or are not considered critical, and how current and anticipated future events impact those determinations.
- Other matters required to be communicated by the standards of the PCAOB (United States).

We will also read minutes, if any, of audit committee meetings for consistency with our understanding of the communications made to the audit committee and determine that the audit committee has received copies of all material written communications between ourselves and management. We will also determine that the audit committee has been informed of i) the initial selection of, or the reasons for any change in, significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

To the extent that they come to our attention, we will inform the appropriate level of management about any illegal acts, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud. Further, to the extent they come to our attention, we also will communicate directly to the audit committee illegal acts that come to our attention, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud that involve senior management or that, in our judgment, cause a material misstatement of the financial statements. In the case of illegal acts which, in our judgment, would have a material effect on the consolidated financial statements of Advanta Corp., we are also required to follow the procedures set forth in the Private Securities Litigation Reform Act of 1995, which under certain circumstances requires us to communicate our conclusions to the SEC.

If, during the performance of our Integrated Audit procedures, circumstances arise which make it necessary to modify our reports or withdraw from the engagement, we will communicate to the audit committee our reasons for withdrawal. Similarly, if during performance of our quarterly review services we become aware of matters that cause us to believe the interim information filed, or to be filed, with the SEC or Federal Deposit Insurance Corporation, is probably materially misstated as a result of a departure from U.S. generally accepted accounting principles, we will discuss such matters with management and, if appropriate, communicate such matters to the audit committee.



In addition, if we become aware of information that relates to the consolidated financial statements and/or management's assessment regarding the effectiveness of internal control over financial reporting after we have issued our reports or completed our interim review procedures, but which was not known to us at the date of our reports or completion of our interim review procedures, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our Integrated Audit and/or interim review procedures, we will, as soon as practicable; (1) communicate such an occurrence to the audit committee; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our reports or completion of our interim review procedures. Further, management agrees that in conducting that investigation, we will have the full cooperation of Advanta Corp.'s personnel. If the subsequently discovered information is found to be of such a nature that (a) our reports or completion of our interim review procedures would have been affected if the information had been known as of the date of our reports or completion of our interim review procedures and (b) we believe that the reports or interim review procedures are currently being relied upon or are likely to be relied upon by someone who would attach importance to the information, appropriate steps will be taken by KPMG and expected by Advanta Corp. to prevent further reliance on our reports or interim review procedure. Such steps include appropriate disclosures by Advanta Corp. of the newly discovered facts and the impact to the financial statements.

Audit Committee Responsibilities

The audit committee is directly responsible for the appointment of KPMG as independent auditor, determining our compensation, and oversight of our Integrated Audit work, including resolution of disagreements between management and us regarding financial reporting. We understand that we report directly to the audit committee. The audit committee is responsible for preapproval of all audit and nonaudit services provided by us.

Management Responsibilities

The management of Advanta Corp. is responsible for the fair presentation, in accordance with U.S. generally accepted accounting principles, of the consolidated financial statements and interim financial information and all representations contained therein. Management also is responsible for identifying and ensuring that Advanta Corp. complies with laws and regulations applicable to its activities, and for informing us of any known material violations of such laws and regulations. Management also is responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for establishing and maintaining effective internal control over financial reporting and procedures for financial reporting to maintain the reliability of the consolidated financial statements or interim financial information and to provide reasonable assurance against the possibility of misstatements that are material to the consolidated financial statements or interim financial information. Management is also responsible for informing us, of which it has knowledge, of all deficiencies in the design or operation of such controls.

The management of Advanta Corp. is also responsible for:

1. Accepting responsibility for the effectiveness of Advanta Corp.'s internal control over financial reporting;
2. Evaluating the effectiveness of Advanta Corp.'s internal control over financial reporting using a suitable control criteria;



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3. Supporting its evaluation with sufficient evidence, including documentation; and
4. Presenting a written assessment of the effectiveness of Advanta Corp.'s internal control over financial reporting as of Advanta Corp.'s fiscal year end.

The audit of the financial statements does not relieve management or those charged with governance of their responsibilities. If management does not fulfill these responsibilities above, we cannot complete the Integrated Audit.

Management of Advanta Corp. agrees that all records, documentation, and information we request in connection with our Integrated Audit will be made available to us, that all material information will be disclosed to us, and that we will have the full cooperation of Advanta Corp.'s personnel. As required by the standards of the PCAOB (United States), we will make specific inquiries of management about the representations embodied in the consolidated financial statements or interim financial information and the effectiveness of internal control over financial reporting, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the consolidated financial statements, and the effectiveness of internal control over financial reporting.

Management is responsible for adjusting the annual consolidated financial statements and interim financial information to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the consolidated financial statements being reported upon, or the interim information being reviewed, taken as a whole.

Advanta Capital Trust I (Advanta Capital Trust)

Objectives and Limitations of Services

Audit Services

We will issue a written report upon our audit of Advanta Capital Trust's financial statements as set forth in Appendix I.

We have the responsibility to conduct and will conduct the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, with the objective of expressing an opinion as to whether the presentation of the financial statements, taken as a whole, conforms with U.S. generally accepted accounting principles.

In conducting the audit, we will perform tests of the accounting records and such other procedures, as we consider necessary in the circumstances, to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by management, and evaluate the overall financial statement presentation.

Our audit of the financial statements is planned and performed to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Therefore, there is a risk that material errors, fraud (including fraud that may be an illegal act), and other illegal acts may exist and not be detected by an audit of financial statements performed in



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accordance with the auditing standards generally accepted in the United States of America. Also, an audit is not designed to detect matters that are immaterial to the financial statements.

Our report will be addressed to the trustees of Advanta Capital Trust. We cannot provide assurance that an unqualified opinion will be rendered. Circumstances may arise in which it is necessary for us to modify our reports or withdraw from the engagement.

While our report may be sent to Advanta Capital Trust electronically for your convenience, only the hard copy report is to be relied upon as our work product.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we will consider Advanta Capital Trust's internal control in order to determine the nature, timing, and extent of our audit procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

The objective of our audit of the financial statements is not to report on Advanta Capital Trust's internal control and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Registration Statements and Other Offering Documents

Should Advanta Capital Trust wish to include or incorporate by reference these financial statements and our audit reports thereon into a future filing under the Securities Act of 1933, or an exempt offering, prior to our consenting to include or incorporate by reference our reports on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the Public Company Accounting Oversight Board, including, but not limited to, reading other information incorporated by reference in the registration statement or other offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future filings or other offering documents will be determined at the time the services are to be performed.

Our Responsibility to Communicate with the Audit Committee of Advanta Corp., as Sponsor Trustee of Advanta Capital Trust

While the objective of our audit of the financial statements is not to report on Advanta Capital Trust's internal control and we are not obligated to search for significant deficiencies¹ or material weaknesses² as part of our audit of the consolidated financial statements, we will communicate, in writing, significant deficiencies¹ or material weaknesses² to the audit committee to the extent they come to our attention.

We will report to the audit committee, in writing, the following matters:



- Corrected misstatements arising from the audit that could, in our judgment, either individually or in aggregate, have a significant effect on Advanta Capital Trust's financial reporting process. In this context, corrected misstatements are proposed corrections of the financial statements that were recorded by management and, in our judgment, may not have been detected except through the auditing procedures performed.
- Uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in aggregate.
- Any disagreements with management or other significant difficulties encountered in performance of our audit.
- Other matters required to be communicated by auditing standards generally accepted in the United States of America.

We will also read minutes, if any, of audit committee meetings for consistency with our understanding of the communications made to the audit committee and determine that the audit committee has received copies of all material written communications between ourselves and management. We will also determine that the audit committee has been informed of i) the initial selection of, or the reasons for any change in; significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

To the extent that they come to our attention, we will inform the appropriate level of management about any illegal acts, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud. Further, to the extent they come to our attention, we also will communicate directly to the audit committee illegal acts that come to our attention, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud that involve senior management or that, in our judgment, cause a material misstatement of the financial statements.

If, during the performance of our audit procedures, circumstances arise which make it necessary to modify our report or withdraw from the engagement, we will communicate to the audit committee our reasons for withdrawal.

Management Responsibilities

The management of Advanta Corp., as sponsor trustee for Advanta Capital Trust, is responsible for the fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein. Management also is responsible for identifying and ensuring that Advanta Capital Trust complies with laws and regulations applicable to its activities, and for informing us of any known material violations of such laws and regulations. Management also is responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for establishing and maintaining effective internal controls and procedures for financial reporting to maintain the reliability of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements. Management is also responsible for informing us, of which it has knowledge, of all significant deficiencies¹ or material weaknesses² in the design or operation of such controls. The audit



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of the financial statements does not relieve management or those charged with governance of their responsibilities.

Management of Advanta Corp., as sponsor trustee for Advanta Capital Trust, also agrees that all records, documentation, and information we request in connection with our audit will be made available to us, that all material information will be disclosed to us, and that we will have the full cooperation of Advanta Corp.'s personnel. As required by the auditing standards generally accepted in the United States of America, we will make specific inquiries of management about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon taken as a whole. Because of the importance of management's representations to the effective performance of our services, Advanta Capital Trust will release KPMG LLP (KPMG) and its personnel from any claims, liabilities, costs, and expenses relating to our services under this letter attributable to any known misrepresentations in the representation letter referred to above.

Advanta Corp. Employee Savings Plan (the Plan)

Objectives and Limitations of Services

Audit Services

We will issue a written report upon our audit of the Plan's financial statements and supplemental schedules (financial statements) as set forth in Appendix I.

We have the responsibility to conduct and will conduct the audit in accordance with auditing standards generally accepted in the United States of America and with the standards of the Public Company Accounting Oversight Board (PCAOB) (United States) with the objective of expressing an opinion as to whether the presentation of the financial statements, taken as a whole, conforms with U.S. generally accepted accounting principles and whether the supplemental schedules are fairly stated in all material respects in relation to the basic financial statements taken as a whole and in conformity with the Department of Labor's (DOL's) Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 (ERISA) and the Securities and Exchange Commission (the SEC). Our report and the financial statements and supplemental schedules are subject to review by SEC and DOL staff and to the application by them of their interpretation of the relevant rules and regulations.

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements and supplemental schedules. We also will assess the accounting principles used and significant estimates made by management and evaluate the overall financial statement presentation.

Our audit of the financial statements is planned and performed to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error



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or fraud. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Therefore, there is a risk that material errors, defalcations, or fraud (including fraud that may be an illegal act), prohibited transactions with parties in interest, other violations of ERISA rules and regulations, and other illegal acts may exist and not be detected by an audit performed in accordance with auditing standards generally accepted in the United States of America. Also, an audit is not designed to detect matters that are immaterial to the financial statements. The Administrative Committee of the Plan (Plan Administrator) is responsible for establishing and maintaining a sound system of internal control, which is the best means of preventing such matters. Our report will be addressed to the Plan Administrator and will be in a form that is in accordance with the published rules and regulations of the SEC, DOL and the standards of the PCAOB.

While our report may be sent to the Plan Administrator electronically for your convenience, only the hard copy report is to be relied upon as our work product.

We cannot provide assurance that an unqualified opinion will be rendered. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement. In such circumstances, our findings or reason for withdrawal will be communicated to the Plan Sponsor's Audit Committee:

You have not engaged us to prepare or review the Plan's Form 5500 filing with the DOL. Because the audited financial statements of the Plan are required to be filed with the Form 5500, professional standards require that we read the Form 5500 prior to its filing. The purpose of this procedure is to consider whether such information, or the manner of its presentation in the Form 5500, is materially inconsistent with the information, or the manner of its presentation, appearing in the financial statements. These procedures are not sufficient nor are they intended to ensure that the form is completely and accurately prepared. In the event that our auditors' report is issued prior to our having read the Plan's Form 5500, you agree not to attach such auditors' report to the financial statements included with the Form 5500 filing until we have read the completed Form 5500.

We will also read the other information in your Form 11-K (or registration statement) and consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, our audit does not include the performance of procedures to corroborate such other information.

Internal Control over Financial Reporting

In planning and performing our audit, we will consider the Plan's internal control in order to determine the nature, timing, and extent of our audit procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

The objective of our audit of the financial statements is not to report on the Plan's internal control and we are not obligated to search for material weaknesses and significant deficiencies as part of our audit of the financial statements. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of the company's financial reporting.



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Registration Statements and Other Offering Documents

Should the Plan wish to include or incorporate by reference these financial statements and our audit report thereon into a future filing under the Securities Act of 1933, or an exempt offering, prior to our consenting to include or incorporate by reference our report on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the PCAOB (United States), including, but not limited to, reading other information incorporated by reference in the registration statement or other offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future filings or other offering documents will be determined at the time the services are to be performed.

Our Responsibility to Communicate with the Audit Committee of Advanta Corp., as Plan Sponsor of the Plan

While the objective of our audit of the financial statements is not to report on the Plan's internal control and we are not obligated to search for significant deficiencies¹ or material weaknesses² as part of our audit of the financial statements, we will communicate significant deficiencies¹ or material weaknesses² to the audit committee to the extent they come to our attention.

In conjunction with management, who is responsible for establishing the Plan's accounting policies, we will discuss our judgments of the quality and understandability, not just the acceptability, of the Plan's accounting policies and disclosures, prior to the filing of our audit report with the SEC and DOL. We believe oral communication is the appropriate forum to provide open and frank dialogue.

We will report to the audit committee, in writing, the following matters prior to the filing of our audit report with the SEC and DOL:

- Corrected misstatements arising from the audit that could, in our judgment, either individually or in aggregate, have a significant effect on the Plan's financial reporting process. In this context, corrected misstatements are proposed corrections of the financial statements that were recorded by management and, in our judgment, may not have been detected except through the auditing procedures performed.
- Uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in aggregate.
- All relationships between KPMG LLP (KPMG) and its related entities and the Plan and its related entities or persons in financial reporting oversight roles at Advanta Corp. that may reasonably be thought to bear on independence.
- Alternative treatments within U.S. generally accepted accounting principles for accounting policies and practices related to material items that have been discussed with management during the current audit period, including i) ramifications of the use of such alternative disclosures and treatments and



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the treatment preferred by us and ii) the process used by management in formulating particularly sensitive accounting estimates.

- Disagreements with management or other significant difficulties encountered in performance of our audit or review services.
- Critical accounting policies and practices applied in the financial statements and our assessment of management's disclosures regarding such policies and practices, including why certain policies and practices are or are not considered critical, and how current and anticipated future events impact those determinations.
- Other matters required to be communicated by the standards of the PCAOB (United States).

We will also read minutes, if any, of audit committee meetings for consistency with our understanding of the communications made to the audit committee and determine that the audit committee has received copies of all material written communications between ourselves and management. We will also determine that the audit committee has been informed of (1) the initial selection of, or the reasons for any change in, significant accounting policies or their application during the period under audit, (2) the methods used by management to account for significant unusual transactions, and (3) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

To the extent that they come to our attention, we will inform the appropriate level of management about any illegal acts, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud, and we will assess whether all identified prohibited party-in-interest transactions are included in the supplemental schedule of nonexempt transactions. Further, to the extent that they come to our attention, we also will communicate directly to the Trustees of the Plan and the members of Advanta Corp.'s (the Plan Sponsor's) audit committee illegal acts that come to our attention, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud that involve senior management or that, in our judgment cause a material misstatement of the financial statements. In the case of illegal acts which in our judgment would have a material effect on the financial statements of the Plan, we are also required to follow the procedures set forth in the Private Securities Litigation Reform Act of 1995, which under certain circumstances would require us to communicate our conclusions to the SEC.

As a part of our audit, we will perform certain procedures, as required by applicable standards directed at considering the Plan's compliance with applicable Internal Revenue Code (IRC) requirements for tax-exempt status, including inspecting the Plan's latest tax determination letter from the Internal Revenue Service (IRS). As we conduct our audit, we will be aware of the possibility that events affecting the Plan's tax status may have occurred. Similarly, we will be aware of the possibility that events affecting the Plan's compliance with the requirements of ERISA may have occurred. We will inform the audit committee of any instances of tax or ERISA noncompliance that come to our attention during the course of our audit. However, our audit is not designed to nor is it intended to determine the Plan's overall compliance with applicable provisions of the IRC or ERISA.

If, during the performance of our audit procedures, circumstances arise which make it necessary to modify our report or withdraw from the engagement, we will communicate to the Trustees of the Plan, those charged with governance and the Plan Sponsor's audit committee our reasons for withdrawal.



In addition, if we become aware of information that relates to the financial statements after we have issued our report, but which was not known to us at the date of our report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our audit procedures, we will, as soon as practicable; (1) communicate such an occurrence to the audit committee; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our report. Further, management agrees that in conducting that investigation, we will have the full cooperation of the Plan's and the Plan Sponsor's personnel. If the subsequently discovered information is found to be of such a nature that (a) our report has been affected if the information had been known as of the date of our report and (b) we believe that the report is currently being relied upon or is likely to be relied upon by someone who would attach importance to the information, appropriate steps will be taken by KPMG and expected by the Plan Sponsor to prevent further reliance on our report. Such steps include appropriate disclosures by the Plan of the newly discovered facts and the impact to the financial statements.

Audit Committee of Advanta Corp.'s, as Plan Sponsor of the Plan, Responsibilities

The audit committee is directly responsible for the appointment of KPMG as independent auditor, determining our compensation, and oversight of our audit work, including resolution of disagreements between management and us regarding financial reporting. We understand that we report directly to the audit committee. The audit committee is responsible for preapproval of all audit and nonaudit services provided by us.

Management Responsibilities

The Plan Administrator is responsible for the fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein. This includes, among others, the responsibility (1) for making the fair value measurements and disclosures included in the financial statements as of the end of the Plan year, including determining the fair value of investments for which a readily determinable fair value does not exist and (2) for establishing appropriate user controls when plan operations include processes performed by service organizations. The audit of the financial statements does not relieve the Plan Administrator or those charged with governance of their responsibilities.

The Plan Administrator also is responsible for identifying and ensuring that the Plan complies with laws and regulations applicable to its activities and for informing us of any known material violations of such laws and regulations. The Plan Administrator is also responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for establishing and maintaining effective record keeping internal controls and procedures for financial reporting to maintain the reliability of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements. The Plan Administrator is also responsible for informing us, of which it has knowledge, of all significant deficiencies¹ and material weaknesses² in the design or operation of such controls.

The Plan and the Plan Sponsor also agree that all records, documentation, and information we request in connection with our audit will be made available to us, that all material information will be disclosed to us, and that we will have the full cooperation of the Plan's and Plan Sponsor's personnel. As required by auditing standards generally accepted in the United States of America and by the standards of the PCAOB (United States), we will make specific inquiries of management about the representations embodied in the



financial statements and the effectiveness of internal control and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements. We may request written confirmation(s) from the Plan's attorney(s) as part of this engagement, which may result in the Plan incurring costs for the attorney's response.

The Plan Administrator is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon taken as a whole.

Advanta Bank Corp. Regulation AB

We will perform an examination of your assessment that Advanta Bank Corp. (ABC) complied with the servicing criteria set forth in Item 1122(d) of the Securities and Exchange Commission's Regulation AB (Regulation AB) for all asset-backed securities transactions conducted by the Advanta Business Card Master Trust backed by revolving business purpose credit card receivables for which ABC acted as servicer as set forth in Appendix I, except for servicing criteria 1122 (d)(1)(iii), 1122 (d)(1)(iv), 1122 (d)(2)(ii), 1122 (d)(2)(iii), 1122 (d)(2)(vi), 1122 (d)(3)(iii), 1122 (d)(3)(iv), 1122 (d)(4)(i), 1122 (d)(4)(x), 1122 (d)(4)(xi), 1122 (d)(4)(xii), 1122 (d)(4)(xiii), and 1122 (d)(4)(xv), which ABC has determined as being inapplicable to the activities it performs with respect to the asset-backed securities transactions being serviced.

We will conduct the examination in accordance with standards of the Public Company Accounting Oversight Board (United States) (PCAOB) with the objective of expressing an opinion as to whether the Company has complied with the servicing criteria set forth in Item 1122(d) of Regulation AB. Accordingly, we will perform such procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion. Our report will be addressed to the board of directors of ABC.

While our report may be sent to ABC electronically for your convenience, only the hard copy report is to be relied upon as our work product.

ABC agrees that all records, documentation, and information we request in connection with our examination will be made available to us, that all material information relevant to its assessment of compliance with Regulation AB will be disclosed to us, and that we will have the full cooperation of the ABC's personnel. At the conclusion of the engagement, management of the ABC agrees to supply us with a representation letter that, among other things, will confirm management's responsibility for the presentation of the assessment, and that all records, documentation, and information relevant to the assessment have been made available to us. The written representations, specific inquiries of management, and the results of our other examination procedures comprise the evidential matter we will rely upon in forming our opinion on the assessment.

In the event KPMG LLP (KPMG) is required pursuant to subpoena or other legal process to produce its documents relating to engagements for the Company in judicial or administrative proceedings to which KPMG is not a party, the Company shall reimburse KPMG at standard billing rates for its professional time and expense, including reasonable attorneys' fees, incurred in responding to such requests.



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Dispute Resolution

Any dispute or claim arising out of or relating to this Engagement Letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of KPMG or any of its subcontractors or agents to Advanta Corp. or at its request, shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect ("CPR Arbitration Rules"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

Other Matters

This letter shall serve as Advanta Corp.'s authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and Advanta Corp. and between KPMG and outside specialists or other entities engaged by either KPMG or Advanta Corp. Advanta Corp. acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

Further, for purposes of the services described in this letter only, Advanta Corp. hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all names, logos, trademarks and service marks of Advanta Corp. solely for presentations or reports to Advanta Corp. or for internal KPMG presentations and intranet sites.



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KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this letter.

Without our prior written approval, Advanta Corp. will not solicit for employment, nor will Advanta Corp. hire, any current or former partner or any professional employee of KPMG or any of its affiliated member firms, in a financial reporting oversight role (as defined in the SEC independence rules) if such partner or professional employee previously participated in the audit of Advanta Corp.'s consolidated financial statements or quarterly review procedures until the applicable "cooling off" period under the SEC independence rules has expired. That period would commence with the latest date on which the individual participated in the annual audit or quarterly review procedures and would expire upon the filing by Advanta Corp. of its Form 10-K for the succeeding fiscal year.

KPMG member firms located outside the United States and other third-party service providers operating under our supervision may also participate in providing the services described in this letter.

Advanta Corp. agrees to provide prompt notification if Advanta Corp. or any of its subsidiaries or affiliates currently are or become subject to the laws of a foreign jurisdiction that require regulation of any securities issued by Advanta Corp. or such subsidiary or affiliate that would result in KPMG becoming subject to registration in such jurisdiction.

To assist you in facilitating your ability to demonstrate compliance with the privacy requirements of Title V of the Gramm-Leach-Bliley Act, KPMG LLP agrees that the following will apply to the terms of the engagement to provide professional services to Advanta Corp. as contemplated by this letter in so much as such services pertain to our access to information about Advanta Corp.'s customers:

- a. As used herein, the term *Customer Information* shall mean any "nonpublic personal information" about the "customers" and "consumers," (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) of Advanta Corp. and subsidiaries.
- b. KPMG hereby agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by it under the engagement contemplated by this letter or as may be required by law or legal process or professional standards applicable to certified public accountants, it will not disclose any *Customer Information* to any third party other than our affiliates or Advanta Corp. and subsidiaries.
- c. KPMG hereby agrees that it will not use any *Customer Information* other than to carry out the purposes for which Advanta Corp. and subsidiaries disclosed such *Customer Information* unless such other use is (i) expressly permitted by a written agreement executed by Advanta Corp. and subsidiaries, or (ii) required by law or legal process or professional standards applicable to certified public accountants.
- d. KPMG agrees to take reasonable measures no less than those that it takes to safeguard its own confidential information, to ensure the security and confidentiality of all *Customer Information* to protect against anticipated threats or hazards to the



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security or integrity of such *Customer Information*, and to protect against unauthorized access to or use of such *Customer Information*.

Work Paper Access by Regulators and Others

The work papers for this engagement are the property of KPMG. In the event KPMG is requested pursuant to subpoena or other legal process to produce its documents relating to this engagement for Advanta Corp. in judicial or administrative proceedings to which KPMG is not a party, Advanta Corp. shall reimburse KPMG at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.

We may also be requested to make certain work papers available to the PCAOB and other regulators (i.e. Federal Deposit Insurance Corporation, Department of Labor, etc.) pursuant to authority provided by law or regulation. If requested, access to such work papers will be provided under the supervision of KPMG personnel. Furthermore, upon request, we may provide photocopies of selected work papers to the PCAOB and other regulators. The PCAOB and other regulators may intend, or decide, to distribute the photocopies or information contained therein to others, including the SEC and other government agencies. We agree to communicate to you on a timely basis any requests by the PCAOB for access to the work papers as part of its inspection process and when it desires direct contact with members of the audit committee.

Additional Reports and Fees for Services

Appendix I to this letter lists the additional reports we will issue as part of this engagement and our fees for professional services to be performed per this letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately, at standard billing rates for its professional time, from the audit fees for professional services set forth in Appendix I and may be subject to written arrangements supplemental to those in this letter.

* * * * *



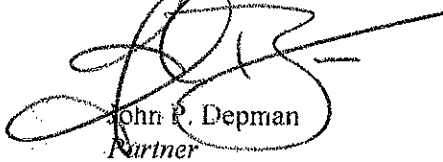
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Our engagement herein is for the provision of annual audit services for the financial statements and for the periods described in Appendix I, and it is understood that such services are provided as a single engagement. Pursuant to our arrangement as reflected in this letter, we will provide the services set forth in Appendix I as a single engagement for each of Advanta Corp.'s subsequent fiscal years until either the audit committee or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each subsequent year will be annually subject to negotiation and approval by the Audit Committee of Advanta Corp.

We shall be pleased to discuss this letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this letter. Please sign and return it to us.

Very truly yours,

KPMG LLP



John P. Depman
Partner



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(On the duplicate of the preceding letter, which should be signed in the same manner as the original, type the following):

ACCEPTED:

Advanta Corp. and subsidiaries

Thomas P. Costello
Chairman of the Audit Committee of Advanta Corp.

11/9/09
Date



Appendix I

Fees for Services

Based upon our discussions with and representations of management, our fees for services we will perform are estimated as follows:

Integrated Audit:

<p>Audit of consolidated balance sheets of Advanta Corp. and subsidiaries as of December 31, 2009 and 2008, the related consolidated statements of income, changes in stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2009 and audit of internal control over financial reporting as of December 31, 2009</p> <p>Quarterly review procedures:</p> <ul style="list-style-type: none">• Quarter ended March 31, 2009• Quarter ended June 30, 2009• Quarter ended September 30, 2009	<p>\$1,400,000</p>
<p>Audit of balance sheets of Advanta Capital Trust I as of December 31, 2009 and 2008, and the related statements of income, changes in common securityholders' equity, and cash flows for the years then ended</p>	<p>\$25,000</p>
<p>Audit of financial statements and supplemental schedules of the Advanta Corp. Employee Savings Plan as of December 31, 2009 and 2008, and for the year ended December 31, 2009 all of which are to be included in the Advanta Corp. Employee Savings Plan's Form 5500 filing with the Department of Labor and in the annual report on Form 11-K proposed to be filed by Advanta Corp. under the Securities and Exchange Act of 1934</p>	<p>\$25,000</p>
<p>Examination of management's assessment that Advanta Bank Corp. (ABC) complied with the servicing criteria set forth in Item 1122(d) of the Securities and Exchange Commission's Regulation AB for all asset-backed</p>	<p>\$75,000</p>



securities transactions conducted by the Advanta Business Card Master Trust backed by revolving business purpose credit card receivables for which the ABC acted as servicer as of December 31, 2009 and for the year then ended.	
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We will issue bills for the above services pursuant to the following schedule:

Amounts previously billed	\$900,000
November 15, 2009	\$100,000
December 15, 2009	\$100,000
January 15, 2010	\$100,000
February 15, 2010	\$100,000
March 15, 2010	\$200,000
May 15, 2010	\$ 25,000

The above estimates are based on the level of experience of the individuals who will perform the services. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver them within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to clients.

EXHIBIT B-2

Audit Letter



KPMG LLP
1601 Market Street
Philadelphia, PA 19103-2499

Telephone 267 256 7000
Fax 267 256 7200
Internet www.us.kpmg.com

November 20, 2009

PRIVATE

Mr. Phil Browne
Chief Financial Officer
Advanta Corp.
Welsh and McKean Roads
Spring House, PA 19477

Dear Phil:

We are pleased you have engaged KPMG LLP (KPMG) to review Advanta Corp. and Subsidiaries' (hereinafter referred to as "Advanta" or "Client") 2009 federal tax return. This letter confirms the scope and related terms of your engagement of KPMG.

Tax Return Review Services

We will perform the following services:

1. We will review the following tax returns:

2009 Form 1120 U.S. Corporation Income Tax Return (Consolidated)

This engagement letter is also intended to apply to preliminary engagement planning activities related to the tax returns specified above for the immediately succeeding tax year.

At the completion of the engagement, KPMG will provide Advanta with a written memorandum summarizing the work performed with respect to this review.

You have requested us to perform a review of Advanta's tax return and work papers. We will sign the returns as tax return preparer provided that, in our best judgment, signing the returns would be consistent with applicable law and professional standards. We will not audit or independently verify the data you submit with the returns, nor will we review all work papers for mathematical accuracy. However, we may ask for clarification of some of the information and make inquiries on specific tax matters encountered during the review of the tax returns. Additionally, we may determine that further research is required in order to ascertain whether there is adequate support for a given position taken on the returns. Such additional research services are not included in our fee for the review services. We will endeavor to notify you of any such circumstances as they are assessed.

Our engagement cannot be relied on to uncover errors in the underlying information incorporated in the tax returns, omissions, or irregularities, should any exist. However, we will inform you of any such matters that come to our attention. Because management has ultimate responsibility for



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Mr. Phil Browne
Advanta Corp.
November 20, 2009

the tax returns, please have the appropriate corporate officials review the returns before an officer signs and files the returns.

All returns are subject to examination by the taxing authorities. In the event of an examination, the company may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax returns. In reviewing your returns, we rely on your representations and that you understand and have complied with the documentation requirements for your income, expenses, deductions, and credits. If an examination occurs, and if you and we agree to have KPMG assist or represent Advanta in the examination, any such additional services and the fee therefore would be set forth in a separate engagement letter.

Please note that if Advanta had a taxable presence (e.g., an employee within the jurisdiction or any tangible property owned or rented within the jurisdiction) in a jurisdiction not listed above, it may be subject to income or franchise tax in that jurisdiction, depending upon the particular facts. It is Advanta's obligation to notify KPMG if assistance is needed to determine whether Advanta is liable for income or franchise tax or has a filing requirement in any jurisdiction not listed above.

KPMG will maintain a copy of the tax work papers and/or tax return.

KPMG will sign the federal e-signature form provided by Advanta as tax return preparer prior to Advanta's electronic filing of the return.

Tax Return Standards

KPMG applies elevated standards in preparing tax returns. In this regard, if a return position relates to a transaction that is a "principal purpose transaction" or a transaction that the IRS or a state tax authority has identified as a "listed transaction," we must arrive at a "should" confidence level (i.e., approximately a 70 percent or greater likelihood of success if challenged by a tax authority) with respect to the position. If the position does not relate to a federal or state "listed transaction" or a "principal purpose transaction," we must be able to determine that (1) there is "substantial authority" for an undisclosed return position (i.e., the weight of authorities in support of a position is substantial in relation to the weight of authorities in opposition to the position) and (2) a disclosed return position has at least a "realistic possibility" of being sustained on its merits (i.e., approximately a one-in-three or greater likelihood of success if challenged by a tax authority). Stricter minimum tax return preparation standards will be applied to "Tax Shelters" (as defined in IRC §6662(d)(2)(C)(ii)). The laws of some states (e.g., California and New York) also may impose more stringent return preparation standards for state tax returns. In determining whether a return position meets the appropriate standard, we will not take into account the possibility that a tax return will not be audited, that an issue will not be raised on audit, or that an issue will be settled. We will inform you as soon as possible if, during



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our preparation, we determine circumstances exist that prevent us from completing the tax return under these standards. We will not render any advice with respect to a federal or state "listed transaction" or any transaction that is substantially similar to a federal or state "listed transaction."

Electronic Filing

KPMG has not been engaged for electronic filing, it is the responsibility of Advanta to comply with the mandated electronic filing federal requirements to timely submit the return to the tax authorities. We are required to sign the appropriate e-Signature form as paid-preparer for the Federal return listed above that is subject to mandated electronic filing requirements.

Tax Consulting Services

This engagement letter also covers tax consulting matters that may arise for which you seek our advice, both written and oral, and that are not the subject of a separate engagement letter. We will apply the elevated standards described in the "Tax Return Standards" section of this letter with respect to any such advice which would cause KPMG to be considered a tax return preparer under Treasury Regulation §301.7701-15. KPMG will not render any advice with respect to a federal or state "listed transaction" or any transaction that is substantially similar to a federal or state "listed transaction."

The general tax consulting services included in this tax compliance engagement letter pertain to: (1) routine tax advice concerning the federal, state, local or foreign tax matters related to the preparation of the prior year's federal tax returns; (2) routine tax advice concerning the federal, state, local or foreign tax matters for the current year or future years; (3) routine dealings with a federal, state, local, or foreign tax authority (e.g., responding to automated interest and penalty notices, preparing tax computations based upon the taxpayer's concession or settlement of an issue with the relevant tax authority); (4) additional compliance services (e.g., additional billings in excess of quoted fees for return preparation, amended returns, carryback claims, etc.); (5) technical tax advice related to sales/use tax, and other non income tax matters; (6) technical tax advice regarding the reporting, deductibility, or inclusion in income of certain compensation and payroll tax matters (including W-2, 1099, stock options, etc.); (7) initial technical tax advice with tax issues regarding acquisitions, mergers, and dispositions; (8) initial technical tax advice related to state and local income tax planning, transactions and structure; (9) technical tax advice regarding new tax legislation, regulations and other changes in tax authorities; (10) technical tax advice regarding tax accounting methods; (11) tax advice with respect to the income tax consequences related to potential transfers of Advanta's issued equity securities that could result in the loss or limitation of the tax benefit of Advanta's net operating loss carryovers; and (12) transfer pricing services related to the operations in India.



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If matters exceed the scope of this engagement letter, we will issue a separate engagement letter or clarifying addendum to confirm the scope and related terms. Furthermore, a separate engagement letter will be issued for each discrete tax consulting project not specified in this engagement letter (e.g., transfer pricing study, corporate acquisition or disposition, etc.) and for tax controversy representation.

When, in the course of providing general tax consulting services, it is determined that the service would exceed the scope of this letter, preliminary engagement planning activities undertaken prior to the issuance of a separate engagement letter for the discrete tax consulting project are intended to be covered by this engagement letter.

To be of greatest assistance to Advanta, we should be advised in advance of proposed transactions.

We do not anticipate that the written tax advice provided under this engagement letter will be a Covered Opinion as defined in §10.35 of Circular 230 (Covered Opinion). Therefore, all the written tax advice provided under this engagement letter will contain the following legend:

ANY TAX ADVICE IN THIS COMMUNICATION IS NOT INTENDED OR WRITTEN BY KPMG TO BE USED, AND CANNOT BE USED, BY A CLIENT OR ANY OTHER PERSON OR ENTITY FOR THE PURPOSE OF (i) AVOIDING PENALTIES THAT MAY BE IMPOSED ON ANY TAXPAYER OR (ii) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY MATTERS ADDRESSED HEREIN.

However, if our services will rise to the level of a Covered Opinion, we will issue a separate engagement letter for the issuance of a Covered Opinion.

Transfer Pricing

We will not prepare or participate in the preparation of a "transfer pricing study" for taxable year ended 2009, although we have recommended that you obtain one. We have discussed with you and you have advised us that you understand the requirements of sections 482 and 6662 of the Internal Revenue Code and the authorities, including Treasury regulations, interpreting those sections. You will also provide us with representations that you are in compliance with those requirements as well as additional support upon our request.



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Mr. Phil Browne
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Fees

I. Tax Compliance Services

Our fee for tax compliance services will be based on the actual time incurred to complete the work at the hourly rates for the individuals involved in providing the services summarized in the table below.

<i>Professional</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$693.75</i>
<i>Director</i>	<i>\$656.25</i>
<i>Senior Manager</i>	<i>\$600.00</i>
<i>Manager</i>	<i>\$487.50</i>
<i>Senior Tax Associate</i>	<i>\$318.75</i>
<i>Tax Associate</i>	<i>\$243.75</i>
<i>Para-Professional</i>	<i>\$150.00</i>

In addition, we will bill you for our out-of-pocket expenses (e.g., travel, lodging, meals, etc.).

We estimate that our fees for tax compliance services will range from approximately \$70,000 to \$72,500.

We will endeavor to notify you if we encounter any circumstances that warrant additional time or expense. If such matters exceed the scope of this engagement letter, we will issue an addendum or separate engagement letters to confirm the scope and related terms of any additional engagements.

Our fees for tax compliance services will be progress billed as incurred.

II. Tax Consulting Services

Our fees for any tax consulting services under this engagement will be based on the actual time incurred to complete the work at the hourly rates for the individuals involved in providing the services as summarized in the table above.

In addition, we will bill you for our out-of-pocket expenses (e.g., travel, lodging, meals, etc.).

Our fees for tax consulting services will be billed as incurred.

* * *



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Mr. Phil Browne
Advanta Corp.
November 20, 2009

The attached Standard Terms and Conditions for Advisory and Tax Services are made a part of this engagement letter. Please sign the enclosed copy of this letter to confirm our agreement and return it to us as soon as possible so that we may begin work on this engagement.

Unless otherwise terminated, modified, or superseded in writing, this engagement letter is intended to apply for a period of 15 months from the date of signing by the client. In addition, effective as of the date of signing, this engagement letter supersedes any and all previously issued engagement letters pertaining to the services described above.

If you have any questions, please call me at (267) 256-2932.

Very truly yours,

KPMG LLP

Carlo P. Toscano
Tax Managing Director

Enclosures:
Standard Terms and Conditions for Advisory and Tax Services

cc: John P. Depman, KPMG LLP

ACCEPTED:

Advanta Corp.

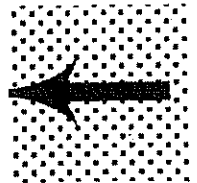
Authorized Signature

SVP & CHIEF FINANCIAL OFFICER

Title

11.20.09

Date





KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

1. Services; Client Responsibilities.

(a) It is understood and agreed that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client. References herein to Client shall refer to the addressee of the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached (the "Engagement Letter").

(b) In connection with KPMG's provision of services under the Engagement Letter, Client agrees that Client, and not KPMG, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee such services, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including monitoring on-going activities.

(c) Subsequent to the completion of this engagement, KPMG will not update its advice, recommendations or work product for changes or modification to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions.

2. **Tax on Services.** All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Client's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.

3. **Termination.** Either party may terminate the Engagement Letter at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination.

4. Ownership and Use of Deliverables.

(a) KPMG has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of services under the Engagement Letter, use, provide, modify, create, acquire or otherwise obtain rights in, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and software (collectively, the "KPMG Property"). KPMG retains all ownership and use rights in the KPMG Property. Client shall acquire no rights or interest in the KPMG Property, except as expressly provided in the next paragraph. KPMG acknowledges that KPMG Property shall not include any of Client's confidential information or tangible or intangible property, and KPMG shall have no ownership rights in such property.

(b) Except for KPMG Property, and upon full and final payment to KPMG under the Engagement Letter, the tangible items specified as deliverables or work product in the Engagement Letter including any intellectual property rights appurtenant thereto (the "Deliverables") will become the property of Client. If any KPMG Property is contained in any of the Deliverables, KPMG hereby grants Client a royalty-free, paid-up, non-exclusive, perpetual license to use such KPMG Property in connection with Client's use of the Deliverables.

(c) Client acknowledges and agrees that any advice, recommendations, information or work product provided to Client by KPMG in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Client agrees that if it makes such advice, recommendations, information or work product available to any third party other than as expressly permitted by the Engagement Letter the provisions of Paragraph 8(b) shall apply unless Client provides the written notice to the third party in substantially the form of Appendix A hereto (the "Notice"), which Notice shall be acknowledged in writing by such third party and returned to Client. Upon request, Client shall provide KPMG with a copy of the foregoing Notice and acknowledgement and any notice and acknowledgement sent to Client by such third party as contemplated by the Notice. Notwithstanding the foregoing, (i) in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 17(a) below, no acknowledgement of the Notice shall be required and (ii) no Notice or acknowledgement shall be required with respect to disclosures expressly authorized by the Engagement Letter.

5. **Warranties.** KPMG's services under the Engagement Letter are subject to and will be performed in accordance with American Institute of Certified Public Accountants ("AICPA") and other professional standards applicable to the services provided by KPMG under the Engagement Letter and in accordance with the terms thereof. KPMG disclaims all other warranties, either express or implied.

6. **Limitation on Damages.** Except for each party's indemnification obligations herein, neither Client nor KPMG shall be liable to the other for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Engagement Letter for an aggregate amount in excess of the fees paid or owing to KPMG under the Engagement Letter. In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

7. Infringement.

(a) KPMG hereby agrees to indemnify, hold harmless and defend Client from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against Client to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's patents issued as of the



KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

date of the Engagement Letter, trade secrets, trademarks or copyrights. The preceding indemnification shall not apply to any infringement arising out of (x) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than in accordance with Paragraph 4(c); (y) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by KPMG; or (z) the combination of the Deliverables with materials not supplied or approved by KPMG.

- (b) In case any of the Deliverables (including any KPMG Property contained therein) or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to constitute infringement, KPMG may, within a reasonable time, at its option either: (i) secure for Client the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of options described in (i) or (ii) above, Client shall return the Deliverable to KPMG, and KPMG's sole liability shall be to refund to Client the amount paid to KPMG for such item; provided that the foregoing shall not be construed to limit KPMG's indemnification obligation set forth in Paragraph 7(a) above.
- (c) The provisions of this Paragraph 7 state KPMG's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

8. Indemnification.

- (a) Each party agrees to indemnify, hold harmless and defend the other from and against any and all Liabilities for physical injury to, or illness or death of, any person regardless of status, and damage to or destruction of any tangible property, which the other party may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the indemnifying party.
- (b) In accordance with Paragraph 4(c) Client agrees to indemnify, defend and hold harmless KPMG from and against any and all Liabilities incurred or suffered by or asserted against KPMG in connection with a third party claim to the extent resulting from such party's use or possession of or reliance upon KPMG's advice, recommendations, information or work product as a result of Client's disclosure of such advice, recommendations, information or work product without adhering to the notice requirements of Paragraph 4(c) above.
- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages.

9. Cooperation; Use of Information.

- (a) Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, equipment, data and information to the extent necessary for KPMG to perform the services under the Engagement Letter. The Engagement Letter may set forth additional obligations of Client in connection with this engagement. Client acknowledges that Client's failure to perform these obligations could adversely affect KPMG's ability to provide the services under the Engagement Letter.
- (b) Client acknowledges and agrees that KPMG will, in performing the services under the Engagement Letter, base its conclusions on the facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material effect on KPMG's conclusions.

- 10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

11. Confidentiality.

- (a) "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") or at the request or direction of the Disclosing Party in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (iv) relates to the tax treatment or tax structure of any transaction; (v) the Receiving Party determines is required to be maintained or disclosed by the Receiving Party under sections 6011, 6111 or 6112 of the Internal Revenue Code ("IRC") or the regulations thereunder or under any similar or analogous provisions of the laws of a state or other jurisdiction or (vi) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.



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- (b) The Receiving Party will deliver to the Disclosing Party all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for one copy thereof that the Receiving Party may retain for its records. The Receiving Party shall not use or disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order or to fulfill professional obligations and standards.
- (c) Each party shall be deemed to have met its nondisclosure obligations under this Paragraph 11 as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.
- (d) If the Receiving Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall provide prompt written notice to the Disclosing Party of such demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.
12. **Assignment; Use of Member Firms.** Neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, to the extent any of the services under the Engagement Letter will be performed in or relate to a jurisdiction outside of the United States, Client acknowledges and agrees that such services, including any applicable tax advice, may be performed by the member firm of KPMG International practicing in such jurisdiction. Accordingly, Client consents to KPMG's disclosure to a member firm and such member firm's use of data and information, including tax return information, received from or at the request or direction of Client for the purpose of completing the services under the Engagement Letter.
13. **Governing Law; Severability.** The Engagement Letter and these Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. In the event that any term or provision of the Engagement Letter or these terms shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter and these terms shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.
14. **Alternative Dispute Resolution.**
- (a) Any disputes or claim arising out of or relating to the Engagement Letter between the parties or the services provided thereunder shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("CPR Arbitration Rules"). By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.
- (b) Mediation, if selected, may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator).
- (c) Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
- (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction.
- (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.
15. **Miscellaneous.**
- (a) Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). The services under the Engagement Letter shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.
- (b) KPMG may communicate with Client by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Client accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that KPMG transmits to Client unless no such hard copy is transmitted by KPMG to Client.



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- (c) For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.
- (d) Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.
- (e) Except as permitted by law or the terms of the Engagement Letter, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof. Any such use shall require the express written consent of the owner party.
16. **Entire Agreement.** The Engagement Letter and these Standard Terms and Conditions, including the Exhibits and Appendices hereto and thereto, constitute the entire agreement between KPMG and Client with respect to the services under the Engagement Letter and supersede all other oral and written representation, understandings or agreements relating thereto.
17. **Additional Terms for Engagements Involving Tax Services.**
- (a) Notwithstanding anything to the contrary set forth herein, no provision in the Engagement Letter or these Standard Terms and Conditions is or is intended to be construed as a condition of confidentiality within the meaning of IRC sections 6011, 6111, 6112 or the regulations thereunder, or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client (and each employee, representative, or other agent of Client) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction within the scope of this engagement and all materials of any kind (including opinions and other tax analyses) that are provided to Client relating to such tax treatment and tax structure. Client also agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG advice is requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions. IRC section 6111 requires a material advisor with respect to a reportable transaction to disclose information on the transaction to the IRS by a prescribed date, and IRC section 6112 requires the material advisor to maintain, and make available to the IRS upon request, a list of persons and other information with respect to the transaction. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state or other jurisdiction adopting similar or analogous provisions.
- (c) Information relating to advice KPMG provides to Client, including communications between KPMG and Client and material KPMG creates in the course of providing advice, may be privileged and protected from disclosure to the IRS or other governmental authority in certain circumstances. As KPMG is not able to assert the privilege on Client's behalf with respect to any communications for which privilege has been waived, Client agrees to notify KPMG of any such waivers, whether resulting from communications with KPMG or third parties in the same or a related matter. Client also understands that privilege may not be available for communications with an audit client and that KPMG personnel providing audit and non-audit services will discuss matters that may affect the audit to the extent required by applicable professional standards. Client agrees that KPMG will not assert on Client's behalf any claim of privilege unless Client specifically instructs KPMG in writing to do so after discussing the specific request and the grounds on which such privilege claim would be made. Notwithstanding the foregoing, Client acknowledges that in no event will KPMG assert any claim of privilege that KPMG concludes, after exercising reasonable judgment, is not valid.
- (d) Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (e) Client acknowledges that in connection with any tax compliance services provided by KPMG under the Engagement Letter, KPMG may utilize the services of affiliates and third party service providers within and without the United States to organize and input data, operate the software used to generate tax returns for Client or its personnel and perform other related tasks. Client hereby consents to KPMG's use of such affiliates and third party service providers and the disclosure to such affiliates and third party service providers and their use of tax return information, received from Client or its personnel for the purpose of preparing, assisting in preparing, or obtaining or providing services in connection with preparing, any tax return required under the Engagement Letter.
- (f) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the Internal Revenue Code of 1986, and the Employee Retirement Income Security Act of 1973, each as amended, and the relevant state and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.



APPENDIX A

[FORM OF NOTICE AND ACKNOWLEDGEMENT]

[Name of Third Party]
Address

The advice, recommendations and information in the document included with this notice were prepared for the sole benefit of [Name of Client], based on the specific facts and circumstances of [Name of Client], and its use is limited to the scope of KPMG's engagement for [Name of Client]. It has been provided to you for informational purposes only and may not be relied upon by you or any other person or organization. You acknowledge and agree that KPMG accepts no responsibility or liability in respect of the advice, recommendations or other information in such document to any person or organization other than [Name of Client]. You shall have no right to disclose the advice, recommendations or other information in such document to anyone else without including a copy of this notice and obtaining a signed acknowledgement of this notice from the party to whom disclosure is made and you provide a copy thereof to [Name of Client]. You acknowledge and agree that you will be responsible for any damages suffered by KPMG as a result of your failure to comply with the terms of this notice.

*Please acknowledge your acceptance of the foregoing by signing and returning to us a copy of this letter.

Very truly yours,

[Name of Client]

By: _____
Name:
Title:

*Accepted and Agreed to on this ___ day of ____, 20__ by:

[Name of Third Party]

By: _____
Name:
Title:

* Remove if a signed acknowledgement is not required by the terms of Paragraph 4(c).

SCHEDULE 1
Interested Parties

Debtors

Advanta Corp.

Non-Debtor Affiliates

Advanta Bank Holding Corp.

Advanta Bank Corp.

Advanta Credit Card Receivables Corp.

Advanta GP Corp.

Advanta GCF GP Corp.

Advanta Investment Corp.

Advanta Investment Corp. II

Advanta Information Services, Inc.

Advanta Ventures Inc.

Advanta International Corporation I ("AICI")

Advanta International Corporation II ("AICII")

Advanta Business Services Holding Corp.

Advanta Shared Services Corp.

Advanta Service Corp.

Advanta Insurance Company

Advanta Advertising Inc.

Advanta Bank

Advanta Business Receivables Corp.

Advanta Partners LP

Advanta Growth Capital Fund LP

Good Company.Com LLC

Ideablob Corp.

Bizequity Corp.

Advanta India Services Private Limited

Advanta Business Services Corp.

Advanta Life Insurance Company

Advanta Insurance Agency Inc.

First Advanta Insurance Agency Inc.

Advantennis Corp.

Advanta Mortgage (discontinued)

Advanta Leasing Services (discontinued)

Advanta Business Cards

Advanta Auto Finance Corporation

Advanta Finance Corp.

Advanta Mortgage Corp. USA

Advanta Mortgage Holding Company

Merged/Dissolved Entities

Advanta Finance Residential Mortgage Corp.

Advanta Mortgage Corp. of New Jersey

Advanta Nominee Services, Inc.

E-Commerce Investments, Inc.

Mt. Vernon Leasing, Inc.

Advanta Finance Residential Mortgage Corp.

Advanta Mortgage Corp. of New Jersey

Advanta Nominee Services, Inc.

E-Commerce Investments, Inc.

Mt. Vernon Leasing, Inc.

SCHEDULE 1
Interested Parties

Advanta Mortgage Conduit Services, Inc.
Advanta Mortgage Corp. Midatlantic
Advantage Mortgage Corp. Midatlantic II
Advanta Mortgage Corp. Northeast
Advanta Properties I Corp.
Advanta Properties II Corp.
Advanta Mortgage Conduit Services, Inc.
Advanta Mortgage Corp. Midatlantic
Advanta Mortgage Corp. Midatlantic II
Advanta Mortgage Corp. Midwest
Advanta Mortgage Corp. Northeast
Advanta Properties I Corp.
Advanta Properties II Corp.
Advanta GP II Corp.
Advanta Partners 101 LP
Advanta 101 GP Corp.
Advanta 101 GP Corp.
Coltex Leverage Lease Corporation I
TSLI Jedobert Cal, Inc.
Coltex Leverage Lease Corporation I

Recent Sales and Acquisitions

Bank of America Corp.
Fleet Credit Card Services, L.P. (acquired 1.3% ownership interest as of December 31,2008)
Chase Manhattan Mortgage Corporation
(transferred and assigned all assets and operating liabilities associated with Advanta's mortgage business)
Visa Inc. (as of December 31,2008, owns 497 shares of Visa stock)

Debtors' Current & Former Trade Names

Teacher Service Organization, Inc.
TSO Financial Corp.

Debtor Affiliates' Current & Former Trade Names

Advanta National Bank

Current and Former Officers and Directors

Dennis Alter
William A. Rosoff
Philip M. Browne
Chad C. Blue
John F. Moore
David B. Weinstock
Max Botel
Thomas Costello
Dana Becker Dunn
Anne Howley
Ajay Pillai

SCHEDULE 1
Interested Parties

Lenny DiWilliams
Elizabeth H. Mai
Christopher Carroll
Robert S. Blank
Ronald Lubner
Olaf Olafsson
Michael A. Stolper

Debtors' Professionals

KPMG
Dechert LLP
Pepper Hamilton LLP
Cozen O'Connor
Weil Gotshal & Manges
Richards Layton & Finger
Schneider, Harrison, Segal & Lewis LLP
Howrey LLP
Buckley Sandler LLP
Duane Morris LLP
VanCott, Bagley, Cornwall & McCarthy
M.D. Gujrati & Co. Chartered
McGladrey & Pullen, LLP
Corporate Risk Advisors, LLC
Erick Brownstein
Simon Adamiyatt
Transmogrify LLC
Nine Summer LLC
Shalom Consulting
RSM McGladry
Dey's End Consulting
James Morton
US Realty Advisors

Potentially Secured Creditors

Bank of New York Mellon
Deutsche Bank Trust Company (Americas)

Top 100 Unsecured Creditors (consolidated)

Ashby Hilsman
Association Of Corporate Counsel
Blue Bell Air, Llc
Carey International, Inc.
Commonwealth Of Virginia
Corporate Risk Advisors, Llc.
Dana Becker Dunn
Dechert
Kelly Services, Inc.
Max Botel
Michael A. Stolper
New Mexico Taxation And Revenue Dept
New World Aviation
O C Tanner

SCHEDULE 1
Interested Parties

Pa Dept Of Revenue
Ronald Lubner
Selecthealth Plans
Shareholder.Com
State Of Michigan
Thomas Costello
Treasurer, State Of New Jersey
Wisconsin State Treasury
Ackerman Law Firm, P.A.
Axiom Digital
Advanced Call Center Technologies,Llc
Allied Barton Security Services
Allied International Credit Corp (U.S.)
Anne Howley
Appleone Employment Services
Associated Creditors Exchange, Inc.
Avis Rent A Car System, Inc
Cactus & Tropical, Llc
Calvin M. Boardman
Cci Mechanical Service
Champion Fitness Equipment, Llc
Cintas Document Management
Cintas First Aid And Safety
Cohn & Dussi, Llc
Credit Bureau Of North America, Llc.
Creditors Interchange Receivable
Cts
D & B
E Commerce Group Products, Inc
Eckardt And Company
E-Oscar
Equifax Credit Marketing Services
Equifax Information Svcs Llc
Eurest
Eurest Dining Services
Experian
Fpg Ventures Llc
Fred W. Fairclough
Friedman, Schuman Attorneys At Law
Genpact Us Llc
Helen Saddic
Henry & Jones, Llp
John Minalga
John Moore
Julia Anderson
Konica Minolta Business
Konica Minolta Business Solutions Usa
Law Offices Of Jonathan Gelber, Pllc
Lexis Nexis Risk Information Analytics
Lexis-Nexis
Manpower,Inc.
Metasource Llc.

SCHEDULE 1
Interested Parties

Mukesh Mehta
Nancy L. O'donnell
Ncb Management Services, Inc.
Nine Summer Llc.
Nri Data & Business Products, Inc
Pepper Hamilton Llp
Phillips And Cohen Associates, Ltd.
Rgs Financial Inc.
Sean Dowling
Shermeta, Adams & Von Allmen, Pc.
Silkroad Technology Inc.
Solomon & Solomon, P.C.
Sos Staffing Services, Inc
Sprint
Strategic Staffing
Tek Systems
Usps Disbursing Officer
Van Cott, Bagley,
Wachovia Nj/Ny/Pa
William M. Wirthlin
Paul Tiefeling
Richard Green
Transmogrify Llc
Michael Ratchford
Thomas Costello
Victor F. Battaglia, Sr.
Ami Kassar
Arrangements Unlimited, Inc.
Brant Interactive Design Llc
Brunswick Printing Inc.
R Cubed Networks
Nevada Life And Health Insurance
Access Lock Technologies Inc.
Allied Barton Security Services
Ambius, Inc.
Architecture/Design Alliance, Inc.
Bloomberg Finance Lp
Canteen Vending Services
Cintas Document Management
Eastern Lift Truck Co. Inc.
Empire Fitness Services, Inc.
Eurest Dining Services
Interior Plantscapes
Konica Minolta Business Solutions Usa
Lwc Services, Inc.
Mary Ellen Leonard
Nri Data & Business Products, Inc
Patchwork Enterprises Inc
Peco Energy
Penley, Inc.
Ricoh
Ttr Shipping

SCHEDULE 1
Interested Parties

William Weigelt

Direct & Indirect Significant Equity Holders

Great Expectations International, Inc.
Great Expectations Franchise Corp.
General Expectations Management Corp.

Insurers

Axis Insurance Company
Federal Insurance Company
National Union Fire Insurance Company
Hudson Insurance Company
Catlin Insurance Company
XL Specialty Insurance Company
Berkley Regional Insurance Company
The Fidelity and Deposit Company of Maryland
(Zurich)
Westchester Fire Insurance Company (ACE)

Parties to Litigation/Pending Liability

Sheryl Dylan Russell
SpiritCorp., Inc.
Home Care Services, Inc. d/b/a/ LJM Air
Conditioning
The Synoptic Project, LTD.
Edward L. Bleynt, Jr.
Marsa, Inc.
Robert Toll
Doris J. Logan
Kathleen Kerwin
Brandon Callier
Daniel Haas
Jean Becker- Powell
Ben's Custom Windows Inc.
Christa P.C. Sullivan
Paul E. Sampson
Jack Scalfani
Ron Stern
Howard Yablin
Adam Suitts
Susan Levin
Joel Horwich
Lucien B. Padawer
Grave Rayburn Bowman, Inc. d/b/a Home Sweet
Home
Penney J. Graves
R&R Enterprises
Lawrence Smith
Sid Eibl Von Rospeunt
Tango Financial Services, Inc.
Sky City Group LLC d/b/a Sky City Properties
Man K. Kim

SCHEDULE 1
Interested Parties

Fredy Buraye
Buraye Insurance Agency
Michael P. Farrell
Kenneth L. Brown
James Baker
Jill Baker

Major Contract Counterparties [Vendors to the Debtor]

Connexions Loyalty Travel Solutions
First Data
GenPack US LLC
NCB Management Services, Inc.
Phillips And Cohen Associates, Ltd.
Advanced Call Center Technologies, LLC
Associated Creditors Exchange, Inc.
Allied Barton Security Services
Experian
Financial Statement Services, Inc.
Net Jest Aviation, Inc.
Career Concepts, Inc.
Wachovia NJ/PA/NY
BankServ
SunGard Availability Services
Eurest Dining Services
Judge Technical Services
Equifax Information SVCS LLC
Schwab Retirement Plan Services Inc.
Interstate Building
Eurest
Herman Miller Op Spectrum
Bank of New York Mellon
Anne E. Lewis
John T. Lamont
Samuel F. Scabilloni
James R. Sohn
Ben Burgin
Michael P. Gilmore
Shellie Gilmore
William A. Hill Jr.
Pamela R. Hill
Philip Cook

Governmental & Regulatory Agencies

Federal Deposit Insurance Corporation
Utah Department of Financial Institutions
Delaware Office of the State Bank Commissioner
Arizona Department of Insurance
Federal Reserve Board
Office of Thrift Supervision
National Credit Union Administration

SCHEDULE 1
Interested Parties

Taxing Authorities

Alabama Revenue Department- Tax Division
Arkansas Finance and Administration Department
Revenue Division
California State Board of Equalization
State of California Franchise Tax Board
Connecticut Revenue Services Department Tax
Division
Delaware Finance Department-Revenue Division
Delaware Internal Revenue Service
District of Columbia Office of Tax and Revenue
Idaho Tax Commission
Illinois Revenue Department- Tax Division
Indiana Revenue Department- Tax Division
Maine Administrative and Financial Services
Department- Revenue Services
Maryland- Director of Assessments & Taxation
Massachusetts Department of Revenue
Massachusetts Department of Revenue-
Bankruptcy Unit
Michigan Department of the Treasury- Revenue
Tax Division
Minnesota Revenue Department
Missouri Revenue Department- Tax Division
Montana Revenue Department
New Hampshire Department of Revenue
Administration
New Jersey Office of State Treasurer
New York Taxation and Finance Department
New York State Department of Taxation and
Finance
NYC Dept of Finance
North Carolina Revenue Department
Oklahoma Tax Commission
Pennsylvania Revenue Department
Rhode Island Administration Department
South Carolina Revenue Department
Tennessee Revenue Department
Texas Comptroller of Public Accounts
Utah State Tax Commission
West Virginia Tax and Revenue Department
Wisconsin Revenue Department

UCC-1

Citicorp Vendor Finance, Inc.
Konica Minolta Business Solutions U.S.A., Inc.
Advanta Credit Car Receivables Corp.
General Electric Capital Corp.
Deutsche Bank AG

SCHEDULE 2
KPMG Relationships

Debtors

Advanta Corp.

Non-Debtor Affiliates

Advanta Bank Holding Corp.

Advanta Bank Corp.

Advanta Credit Card Receivables Corp.

Advanta GP Corp.

Advanta GCF GP Corp.

Advanta Investment Corp.

Advanta Investment Corp. II

Advanta Information Services, Inc.

Advanta Ventures Inc.

Advanta International Corporation I ("AICI")

Advanta International Corporation II ("AICII")

Advanta Business Services Holding Corp.

Advanta Shared Services Corp.

Advanta Service Corp.

Advanta Insurance Company

Advanta Advertising Inc.

Advanta Bank

Advanta Business Receivables Corp.

Advanta Partners LP

Advanta Growth Capital Fund LP

Good Company.Com LLC

Ideablob Corp.

Bizequity Corp.

Advanta India Services Private Limited

Advanta Business Services Corp.

Advanta Life Insurance Company

Advanta Insurance Agency Inc.

First Advanta Insurance Agency Inc.

Advantennis Corp.

Advanta Mortgage (discontinued)

Advanta Leasing Services (discontinued)

Advanta Business Cards

Advanta Auto Finance Corporation

Advanta Finance Corp.

Advanta Mortgage Corp. USA

Advanta Mortgage Holding Company

Merged/Dissolved Entities

Advanta Mortgage Corp. of New Jersey

Advanta Nominee Services, Inc.

E-Commerce Investments, Inc.

Advanta Mortgage Corp. of New Jersey

Advanta Nominee Services, Inc.

E-Commerce Investments, Inc.

Advanta Mortgage Corp. Midatlantic

Advanta Mortgage Corp. Northeast

Advanta Mortgage Corp. Midatlantic

SCHEDULE 2
KPMG Relationships

Advanta Mortgage Corp. Midatlantic II
Advanta Mortgage Corp. Midwest
Advanta Mortgage Corp. Northeast
Advanta GP II Corp.
Advanta Partners 101 LP
Advanta 101 GP Corp.
Advanta 101 GP Corp.
Coltex Leverage Lease Corporation I
TSSL Jedobert Cal, Inc.
Coltex Leverage Lease Corporation I

Recent Sales and Acquisitions

Bank of America Corp.
Fleet Credit Card Services, L.P. (acquired 1.3% ownership interest as of December 31,2008)
Chase Manhattan Mortgage Corporation (transferred and assigned all assets and operating liabilities associated with Advanta's
Visa Inc. (as of December 31,2008, owns 497 shares of Visa stock)

Debtors' Current & Former Trade Names

Debtor Affiliates' Current & Former Trade Names

Advanta National Bank

Current and Former Officers and Directors

Dennis Alter
William A. Rosoff
Philip M. Browne
Chad C. Blue
John F. Moore
David B. Weinstock
Max Botel
Thomas Costello
Dana Becker Dunn
Christopher Carroll
Robert S. Blank
Ronald Lubner
Olaf Olafsson
Michael A. Stolper

Debtors' Professionals

KPMG
Dechert LLP
Pepper Hamilton LLP
Cozen O'Connor
Weil Gotshal & Manges
Richards Layton & Finger
Schneider, Harrison, Segal & Lewis LLP
Howrey LLP
Duane Morris LLP
McGladrey & Pullen, LLP
RSM McGladry
James Morton

SCHEDULE 2
KPMG Relationships

Potentially Secured Creditors

Bank of New York Mellon
Deutsche Bank Trust Company (Americas)

Top 100 Unsecured Creditors (consolidated)

Association Of Corporate Counsel
Carey International, Inc.
Commonwealth Of Virginia
Dana Becker Dunn
Dechert
Kelly Services, Inc.
Max Botel
Michael A. Stolper
O C Tanner
Pa Dept Of Revenue
Ronald Lubner
Selecthealth Plans
State Of Michigan
Thomas Costello
Treasurer, State Of New Jersey
Acxiom Digital
Advanced Call Center Technologies,Llc
Allied Barton Security Services
Allied International Credit Corp (U.S.)
Avis Rent A Car System, Inc
Calvin M. Boardman
Cintas Document Management
Cintas First Aid And Saftey
Creditors Interchange Receivable
Cts
D & B
E Commerce Group Products, Inc
Equifax Credit Marketing Services
Equifax Information Svcs Llc
Eurest
Eurest Dining Services
Experian
Fred W. Fairclough
Genpact Us Llc
John Moore
Konica Minolta Business
Konica Minolta Business Solutions Usa
Lexis Nexis Risk Information Analytics
Lexis-Nexis
Manpower,Inc.
Metasource Llc.
Pepper Hamilton Llp
Phillips And Cohen Associates, Ltd.
Sprint
Tek Systems
Usps Disbursing Officer

SCHEDULE 2
KPMG Relationships

Wachovia Nj/Ny/Pa
William M. Wirthlin
Richard Green
Thomas Costello
Allied Barton Security Services
Ambius, Inc.
Bloomberg Finance Lp
Canteen Vending Services
Cintas Document Management
Eurest Dining Services
Konica Minolta Business Solutions Usa
Peco Energy
Ricoh

Direct & Indirect Significant Equity Holders

Insurers

Axis Insurance Company
Federal Insurance Company
National Union Fire Insurance Company
Hudson Insurance Company
Catlin Insurance Company
XL Specialty Insurance Company
Berkley Regional Insurance Company
The Fidelity and Deposit Company of Maryland (Zurich)
Westchester Fire Insurance Company (ACE)

Parties to Litigation/Pending Liability

Home Care Services, Inc. d/b/a/ LJM Air Conditioning
Ron Stern
Grave Rayburn Bowman, Inc. d/b/a Home Sweet Home
R&R Enterprises
Lawrence Smith
Man K. Kim
Kenneth L. Brown

Major Contract Counterparties [Vendors to the Debtor]

First Data
Phillips And Cohen Associates, Ltd.
Advanced Call Center Technologies, LLC
Allied Barton Security Services
Experian
Wachovia NJ/PA/NY
BankServ
SunGard Availability Services
Eurest Dining Services
Equifax Information SVCS LLC
Schwab Retirement Plan Services Inc.
Eurest
Herman Miller Op Spectrum
Bank of New York Mellon
Michael P. Gilmore

SCHEDULE 2
KPMG Relationships

Pamela R. Hill
Philip Cook

Governmental & Regulatory Agencies

Federal Deposit Insurance Corporation
Delaware Office of the State Bank Commissioner
Arizona Department of Insurance
Federal Reserve Board
Office of Thrift Supervision
National Credit Union Administration

Taxing Authorities

California State Board of Equalization
State of California Franchise Tax Board
Connecticut Revenue Services Department Tax Division
Delaware Finance Department-Revenue Division
Delaware Internal Revenue Service
District of Columbia Office of Tax and Revenue
Illinois Revenue Department- Tax Division
Indiana Revenue Department- Tax Division
Maryland- Director of Assessments & Taxation
Massachusetts Department of Revenue
Massachusetts Department of Revenue- Bankruptcy Unit
Michigan Department of the Treasury- Revenue Tax Division
New Hampshire Department of Revenue Administration
New York Taxation and Finance Department
New York State Department of Taxation and Finance
NYC Dept of Finance
North Carolina Revenue Department
Pennsylvania Revenue Department
Rhode Island Administration Department
South Carolina Revenue Department
Texas Comptroller of Public Accounts

UCC-1

Citicorp Vendor Finance, Inc.
Konica Minolta Business Solutions U.S.A., Inc.
Advanta Credit Car Receivables Corp.
General Electric Capital Corp.
Deutsche Bank AG

EXHIBIT C

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. ¹	:	(Jointly Administered)
	:	Re: Docket No. ___

**ORDER PURSUANT TO SECTIONS 327 AND 328 OF
THE BANKRUPTCY CODE AND BANKRUPTCY RULE 2014 FOR
AUTHORIZATION TO RETAIN AND EMPLOY KPMG LLP AS TAX CONSULTANTS
AND ADVISORS NUNC PRO TUNCTO TO THE COMMENCEMENT DATE**

Upon the application (the “*Application*”) of Advanta Corp. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 327 and 328 of the Bankruptcy Code and Rule 2014 of the Bankruptcy Rules, authorizing them to employ and retain KPMG as tax consultants

¹ The Debtors in these 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). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5. Las Vegas, NV 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors’ businesses and the background relating to the 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., BizEquity 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*”). As of the Commencement Dates, the Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Further, in accordance with an order of this Court, the Debtors’ cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”).

and advisors, to the Debtors in the above-captioned chapter 11 cases *nunc pro tunc* to the Commencement Date;² and upon the Declaration of John P. Depman, a CPA and partner at KPMG (the “**Declaration**”) in support thereof; and the Court being satisfied based on the representations made in the Application and in the Declaration that KPMG represents no interest adverse to the Debtors’ estates with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code, and that their employment is necessary and in the best interests of the Debtors’ estates; the terms of the Engagement Letters are reasonable terms for the purposes of Section 328(a) of the Bankruptcy Code; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefore, it is

ORDERED that the Application is granted as modified herein; and it is further

ORDERED that, in accordance with Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014, the Debtors are authorized to employ and retain KPMG as tax consultants and advisors to the Debtors on the terms set forth in the Application and the Engagement Letters, as modified by this Order; and it is further

ORDERED that KPMG shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order and any other applicable orders of this Court; and it is further

² Capitalized terms not otherwise defined herein shall have the definitions ascribed to them in the Application.

ORDERED that the terms and conditions of the Engagement Letters, as modified by this Order, are approved; and it is further

ORDERED that the following terms apply during the pendency of the Debtors'

Chapter 11 Cases:

- (a) KPMG shall not be entitled to indemnification, contribution or reimbursement for services other than those described in the Engagement Letters and the Application, unless such services and indemnification therefor are approved by the Court; *provided*, that to the extent additional Engagement Letters are filed with the Court and no parties object to such Engagement Letters in accordance with the procedures described in the immediately preceding Ordered paragraph, such Engagement Letters shall be deemed approved by the Court;
- (b) The Debtors shall have no obligation to indemnify KPMG, or provide contribution or reimbursement to KPMG, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from KPMG's bad faith, self-dealing, breach of fiduciary duty (if any such duty exists), gross negligence or willful misconduct; or (ii) judicially determined (the determination having become final), based on a breach of KPMG's contractual obligations to the Debtor; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) immediately above, but determined by the Court, after notice and a hearing to be a claim or expense for which KPMG should not receive indemnity, contribution or reimbursement under the terms of KPMG's retention by the Debtors pursuant to the terms of the Engagement Letters and Application, as modified by this Order;
- (c) If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing these chapter 11 cases, KPMG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letters (as modified by this Order) and Application, including without limitation the advancement of defense costs, KPMG must file an application therefor in this Court, and the Debtors may not pay any such amounts to KPMG before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KPMG for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KPMG. All

Services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses Filed under 11 U.S.C. § 330, that certain *Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* dated November 14, 2008 [Docket No. 215], and, to the extent applicable, further orders of this Court; and it is further

ORDERED that during the pendency of any of the Debtors' chapter 11 cases, this Court shall retain jurisdiction over any and all matters, claims, rights or disputes arising from or related to the implementation or interpretation of this Order.

Dated: _____
Wilmington, Delaware

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE