

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

ORIGINAL

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In re : Chapter 11
:
ADVANTA CORP., *et al.*, : Case No. 09-13931 (KJC)
: (Joint Administration Requested)
Debtors.¹ :
: Re: Docket No. 4
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**ORDER GRANTING DEBTORS' APPLICATION FOR AUTHORITY
TO (I) EMPLOY AND RETAIN THE GARDEN CITY GROUP, INC. AS
CLAIMS AND NOTICING AGENT FOR THE DEBTORS AND (II) APPOINT THE
GARDEN CITY GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

Upon the application dated November 8, 2009 (the "***Application***"²), of Advanta Corp. and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***"), pursuant to section 156(c) of title 28 of the United States Code (the "***Section 156(c)***"), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), and Rule 2002-1(f) 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 retention of The Garden City Group, Inc. ("***GCG***") as notice, claims, and balloting agent (the "***Claims Agent***") *nunc pro tunc* to the Commencement Date, as more fully described in the Application;

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 the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. The Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801.

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

and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties; and the relief requested in the Application being in the best interests of the Debtors and their respective estates; and the Court having reviewed the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court, and upon the record of the hearing on the Application, and after due deliberation and sufficient cause appearing therefor, it is

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

ORDERED that the Debtors are authorized to retain GCG as Claims Agent pursuant to the terms of the GCG Agreement, a copy of which is attached as Exhibit “A” to the Application; and it is further

ORDERED that GCG is appointed as agent for the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware (the “*Clerk’s Office*”) and custodian of court records and, as such, is designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors; and it is further

ORDERED that GCG is authorized and directed to perform all related tasks to process proofs of claim and maintain the official claims register (the “*Claims Register*”) on behalf of the Clerk’s Office including, without limitation:

- (a) notifying creditors of the setting of the first meeting of creditors pursuant to section 341(a) of the Bankruptcy Code;
- (b) assisting with and maintaining an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "*Schedules*"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) notifying all potential creditors of the existence and amount of their respective claims as set forth in the Schedules;
- (d) furnishing a form for the filing of proofs of claim, after approval of such notice and form by this Court;
- (e) docketing all proofs of claim received;
- (f) specifying in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification of the claim (*e.g.*, secured, unsecured, priority, etc.);
- (g) recording all transfers of claims and providing any notices of such transfers required by Bankruptcy Rule 3001;
- (h) making changes in the Claims Register pursuant to a Court order;
- (i) maintaining the official mailing list for each Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party in interest or the Clerk's Office; and
- (j) assisting with, among other things, the solicitation and the calculation of votes and the distribution as required in furtherance of confirmation of plan(s) of reorganization;

and it is further

ORDERED that GCG is authorized to take such other action as is reasonably necessary to comply with all duties set forth in the Application and this Order; and it is further

ORDERED that the Debtors are authorized to pay GCG on a monthly basis, in accordance with the GCG Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by GCG in the prior month and the rates charged for each, and to reimburse GCG for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for GCG to file an application for compensation or reimbursement with the Court; provided, however, that at the time invoices are

delivered to the Debtors, GCG shall also serve a copy of the invoices upon the Office of the U.S. Trustee and any statutory committee(s) appointed in the cases; provided further that:

- (a) GCG shall not be entitled to indemnification, contribution or reimbursement pursuant to the GCG Agreement for services other than those described in the GCG Agreement, unless such services and indemnification therefore are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify GCG, or provide contribution or reimbursement to GCG, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from GCG's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of GCG's contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing to be a claim or expense for which GCG should not receive indemnity, contribution or reimbursement under the terms of the GCG Agreement as modified by this Order; and

ORDERED that GCG shall not terminate GCG's engagement prior to the effective date of (a) confirmed plan(s) of reorganization without further order of this Court. In the event that GCG's engagement is terminated, GCG shall cooperate with any successor claims agent and the Clerk's Office to ensure the proper transfer of claims and other engagement-related data; and it is further

ORDERED that nothing herein or in the GCG Agreement obligates a successor chapter 7 trustee or chapter 11 trustee to employ GCG; and it is further

ORDERED that in the event GCG is unable to provide the services set out in this Order, GCG will immediately notify the Clerk's Office and Debtors' counsel and cause to have all original proofs of claim and computer information turned over to another claims agent with the advice and consent of the Clerk's Office and Debtors' counsel; and it is further


ORDERED that GCG will comply with all requests of the Clerk's Office and the

guidelines promulgated by the Judicial Conference of the United States for the implementation of Section 156(c); and it is further

ORDERED that if these cases convert to cases under chapter 7 of the Bankruptcy Code, GCG will continue to be paid for its services until the claims filed in these cases have been completely processed upon consent of the chapter 7 trustee; *provided, further*, that if claims agent representation is necessary in the converted chapter 7 case, GCG will continue to be paid in accordance with Section 156(c) under the terms set out in the GCG Agreement and this Order; and it is further

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

Dated: November 10, 2009
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE