

**IN THE 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)
	:	
	:	(proposed) Hearing date: 3/3/10 at 10:00 a.m.
	:	(proposed) Obj. deadline: 2/24/10 at 4:00 p.m.

**DEBTORS' MOTION PURSUANT TO SECTIONS 363 AND 365 OF THE
BANKRUPTCY CODE FOR (I) APPROVAL OF ASSUMPTION OF CERTAIN
NETJETS AGREEMENTS, AS MODIFIED, AND (II) AUTHORIZATION
TO SELL FRACTIONAL INTERESTS SUBJECT THERETO**

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

¹ The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), Advanta Credit Card Receivables Corp. (7955), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). 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, Nevada 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 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 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 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*").

Relief Requested

1. By this motion (the “*Motion*”), the Debtors request, pursuant to sections 363 and 365 of the Bankruptcy Code, entry of the proposed order substantially in the form attached hereto as *Exhibit F*, approving the assumption by Advanta of the Management Agreements, as modified by the Renewal Amendment, and authorizing Advanta to sell the Fractional Interests to NetJets pursuant to the terms specified in the Repurchase Agreements (each capitalized term as defined below).

The Management Agreements

A. The Citation N930QS Aircraft

2. Pursuant to that certain Citation X Purchase Agreement, dated as of June 21, 2003 (the “*N930QS Purchase Agreement*”), Advanta purchased a 6.25% undivided interest (the “*N930QS Interest*”) in a Citation Sovereign aircraft, bearing manufacturer’s serial number 750-0130 and FAA registration number N930QS (the “*N930QS Aircraft*”), from NetJets Sales, Inc. (“*NJS*”).

3. In conjunction with the N930QS Purchase Agreement, Advanta and NetJets Aviation, Inc. (“*NJA*” and together with NJS, “*NetJets*”) entered into a Citation X Management Agreement, also dated June 21, 2003 (the “*N930QS Management Agreement*”), pursuant to which NJA agreed to manage the use, maintenance and all other matters pertaining to the N930QS Aircraft. Under the N930QS Management Agreement, Advanta is obligated to pay (i) a \$12,954 monthly management fee, (ii) an occupied hourly rate charge, (iii) an hourly ferry charge, and (iv) other aircraft operating costs (collectively, the “*N930QS Fees*”).

B. The Citation N935QS Aircraft

4. Pursuant to that certain Citation X Purchase Agreement, dated as of January 29, 2003 (the “*N935QS Purchase Agreement*”), Advanta purchased a 6.25% undivided interest (the “*N935QS Interest*” and, together with the N930QS Interest, the “*Fractional Interests*”) in a Citation Sovereign aircraft, bearing manufacturer’s serial number 750-0135 and FAA registration number N935QS (the “*N935QS Aircraft*” and, together with the N930QS Aircraft, the “*Aircraft*”), from NJS.

5. In conjunction with the N935QS Purchase Agreement, NJA and Advanta entered into a Citation X Management Agreement, also dated as of January 29, 2003 (the “*N935QS Management Agreement*,” and, together with the N930QS Management Agreement, the “*Management Agreements*”), pursuant to which NJA agreed to manage the use, maintenance and all other matters pertaining to the N935QS Aircraft. Under the N935QS Management Agreement, Advanta is obligated to pay (i) a \$12,890.00 monthly management fee, (ii) an occupied hourly rate charge, (iii) an hourly ferry charge, and (iv) other aircraft operating costs (together with the N935QS Fees, the “*Fees*”).

6. Because the N935QS Management Agreement was set to expire on January 29, 2009 and NetJets would only purchase the N935QS Interest while the N935QS Management Agreement was in effect, Advanta and NetJets have agreed to enter into that certain Citation X Renewal Amendment, effective as of January 29, 2010, subject to approval by the Court of this Motion (the “*Renewal Amendment*”). Pursuant to the Renewal Amendment, Advanta and NetJets have agreed to amend the N935Q3 Management Agreement to extend the termination date thereunder to the earlier of, among other things, the date of the sale to NJA of Advanta’s interest in N935QS. A form of the Renewal Amendment is attached hereto as *Exhibit A*.

The Repurchase Agreements

7. The Debtors no longer have a need for use of the Aircraft and are deriving no benefit from the Management Agreements. Since the Commencement Date, the Debtors have not used the Aircraft and, in December 2009, the Debtors advised NetJets that they desired to terminate the Management Agreements and sell the Fractional Interests to NJA. Since then, the Debtors have analyzed various options with respect to the Fractional Interests, including sale of such interests to other third parties. The Debtors have determined that the sale of the Fractional Interests to NJA on the terms set forth in the Repurchase Agreements (as defined below) will generate the most value for the Debtors' estates.

8. Consequently, Advanta and NJS have agreed to enter into a Termination and Repurchase Agreement (the "*N930QS Repurchase Agreement*"), pursuant to which, subject to court approval, NJS has agreed to repurchase the N930QS Interest from Advanta for the total fair market value of \$352,062.00 less a 7% brokerage commission and certain outstanding fees and amounts, for a total balance due from NJS to Advanta of \$278,506.84 as set forth on *Exhibit B*. The N930QS Repurchase Agreement also contemplates extinguishing all obligations arising under the N930QS Purchase Agreement, N930QS Management Agreement, and certain other ancillary documents, following the satisfaction of certain conditions specified thereunder (all as more fully set forth in the N930QS Repurchase Agreement). The purchase price to be paid for the N930QS Interest is net of all cure amounts that are owed to NetJets pursuant to the N930QS Management Agreement. A form of the N930QS Repurchase Agreement is annexed hereto as *Exhibit C*.

9. Advanta and NJS have also agreed to enter into a Termination and Repurchase Agreement (the "*N935QS Repurchase Agreement*"), pursuant to which, subject to

court approval, NJS has agreed to repurchase the N935QS Interest from Advanta for the total fair market value of \$352,062.00 less a 7% brokerage commission and certain outstanding fees and amounts, for a total balance due from NJS to Advanta of \$216,461.70 as set forth on *Exhibit D*. The N935QS Repurchase Agreement also contemplates extinguishing all obligations arising under the N935QS Purchase Agreement, N935QS Management Agreement, and certain other ancillary documents, following the satisfaction of certain conditions specified thereunder (all as more fully set forth in the N935QS Repurchase Agreement). The purchase price to be paid for the N935QS Interest is net of all cure amounts that are owed to NetJets pursuant to the N935QS Management Agreement. A form of the N935QS Repurchase Agreement is annexed hereto as *Exhibit E*.

**Assumption of the Management
Agreements Is an Appropriate Exercise of the Debtors' Business Judgment**

10. Section 365 of the Bankruptcy Code allows the debtor in possession to “maximize the value of the debtor’s estate” by assuming executory contracts or unexpired leases that “benefit the estate” and rejecting those that do not. *Cinicola v. Scharffenberger*, 248 F.3d 110, 119 (3d Cir. 2001) (quotations omitted). Section 365 of the Bankruptcy Code provides, in pertinent part, as follows:

(a) Except as provided in . . . subsections (b), (c), and (d) of this section, the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.

11 U.S.C. § 365(a).

11. Courts apply the “business judgment” standard in evaluating a debtor’s decision to assume or reject an executory contract or unexpired lease. *In re Armstrong World Indus., Inc.*, 348 B.R. 136, 162 (D. Del. 2006) (“Under section 365 of the Bankruptcy Code, a debtor may assume an executory contract or unexpired lease if (i) outstanding defaults under the

contract or lease have been cured under section 365(b)(1) of the Bankruptcy Code, and (ii) the debtor's decision to assume such executory contract or unexpired lease is supported by valid business justifications.”); *In re Nickels Midway Pier, LLC*, 341 B.R. 486, 493 (D.N.J. 2006) (“Although the Bankruptcy Code does not specify the standard to be applied in assessing the decision of a trustee or debtor in possession to assume or reject [] a contract, the Third Circuit has adopted the business judgment standard.”); *In re Network Access Solutions, Corp.*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) (stating that “[t]he standard for approving the assumption of an executory contract is the business judgment rule” and noting that the bankruptcy court had to find that the debtor was acting on an informed basis, in good faith, and with the honest belief that assumption was in the best interests of the debtor and its estate in order to approve a motion to assume prepetition agreements); *In re Pinnacle Brands, Inc.*, 259 B.R. 46, 53–54 (Bankr. D. Del. 2001) (“The Debtor’s decision to assume or reject an executory contract is based upon its business judgment.”) (citation omitted).

12. The assumption of the Management Agreements is an exercise of the Debtors’ sound business judgment. Advanta’s assumption of the Management Agreements will enable Advanta to sell the Fractional Interests, thereby eliminating the financial drain of the ongoing Fees associated with such interests going forward. In addition, the effectiveness of the assumption of the Management Agreements is premised on the closing of the sale of the Fractional Interests to NetJets. Thus, after considering Advanta’s obligation to cure any defaults under the Management Agreements by paying outstanding Fees to NetJets, the proposed assumption and sale will generate net cash proceeds of approximately \$494,968.54 for Advanta’s estates. Moreover, by assuming the Management Agreements and selling the Fractional Interests back to NetJets, Advanta will avoid any damage claims that NetJets may have asserted if

Advanta had rejected the Management Agreements. Consequently, the Debtors believe that assuming the Management Agreements will provide significant benefit to the Debtors' estates and is, therefore, a valid exercise of the Debtors' business judgment.

Cure of Defaults

13. When assuming an executory contract, section 365(b) of the Bankruptcy Code requires the debtor to cure defaults under the contract or provide adequate assurance that it will promptly cure such defaults. In addition, if there has been a default, the debtor must provide adequate assurance of future performance under the contract. 11 U.S.C. § 365(b)(1)(C).²

14. As noted above, pursuant to the Management Agreements, Advanta is obligated to pay certain Fees. As set forth in *Exhibits B* and *D*, Advanta proposes to pay Fees in the amount of \$159,866.78 that will be outstanding as of the proposed assumption date. NetJets has agreed that the above payments are the only payments the Debtors are obligated to make in order to cure all defaults under the Management Agreements. In addition, adequate assurances of future performance are not necessary here because contemporaneously with the assumption of the Management Agreements, the Fractional Interests are being sold to NetJets – the counterparty to the Management Agreements, and Advanta's obligations under the Management Agreements will terminate.

² “If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee – (A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . .; (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and (C) provides adequate assurance of future performance under such contract or lease.” 11 U.S.C. § 365(b)(1).

**Good Business Reasons Support the Debtors’
Decision to Sell the Fractional Interests**

15. Pursuant to section 363(b)(1) of the Bankruptcy Code, the Debtors also request authorization to enter into the Repurchase Agreements and effectuate the sale of the Fractional Interests. Section 363(b)(1) provides, in relevant part, that “[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” The use, sale, or lease of property of the estate, other than in the ordinary course of business, is authorized when there is a “good business reason” that justifies such action. *See, e.g., In re Martin (Myers v. Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143 (3d Cir. 1986) (implicitly adopting the “sound business judgment” test of *Lionel Corp.* and requiring good faith); *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 178 (D. Del. 1991) (affirming decision permitting debtor to sell assets where sound business reasons supported the sale); *In re Allegheny Int’l*, 117 B.R. 171 (W.D. Pa. 1990) (affirming bankruptcy court order allowing debtor to enter financing arrangement because debtor provided good business reason for use of estate property pursuant to section 363(b)).

16. Good business reasons support the Debtors’ decision to sell the Fractional Interests pursuant to the Repurchase Agreements. As discussed above, the sale of the Fractional Interests will enhance Advanta’s liquidity position by (i) generating net cash proceeds of approximately \$494,968.54 from NetJets and (ii) eliminating the Fees (and other future management and/or other future fees) associated with the Management Agreements. The

Debtors have contacted a broker to gauge third parties' interests in purchasing the Fractional Interests. The Debtors believe that the offer from NetJets constitutes the highest and best offer the Debtors would receive for the Fractional Interests.

An Auction of the Fractional Interests Is Not Required

17. In accordance with Bankruptcy Rule 6004(f)(1), asset sales outside of the ordinary course of business may be by private or public sale. FED. R. BANKR. P. 6004(f)(1). A debtor has broad discretion in determining the manner in which its assets are sold. *Berg v. Scanlon (In re Alisa P'ship)*, 15 B.R. 802, 802 (Bankr. D. Del. 1981) (“[T]he manner of [a] sale is within the discretion of the trustee . . .”); *In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (noting that a trustee has “ample discretion to administer the estate, including authority to conduct public or private sales of estate property”) (internal quotations and citations omitted). As long as a debtor maximizes the return to its estate, a court should defer to a debtor’s business judgment. *Id.* at 532 (recognizing that although a trustee’s business judgment enjoys great judicial deference, a duty is imposed on the trustee to maximize the value obtained from a sale); *In re Nepsco, Inc.*, 36 B.R. 25, 26 (Bankr. D. Me. 1983) (“Clearly, the thrust of th[e] statutory scheme [governing 363 sales] is to provide maximum flexibility to the trustee, subject to the oversight of those for whose benefit he acts, i.e., the creditors of the estate.”). Accordingly, if a debtor concludes that conducting a private sale, as opposed to a public auction, is in the best interest of the estate, the debtor should be permitted to do so. *Penn Mut. Life Ins. Co. v. Woodscape Ltd. P'ship (In re Woodscape Ltd. P'ship)*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (noting that, with respect sales of estate property, “[t]here is no prohibition against a private sale . . . and there is no requirement that the sale be by public auction.”).

18. The Debtors believe that the delay and costs associated with an auction process would reduce any benefit to be derived through a public sale of Fractional Interests and believe that such costs are not warranted or necessary in this instance. The Debtors submit that a private sale of the Fractional Interests is the best way to maximize the value to their estates. The Debtors submit that a private sale of the Fractional Interests under these terms is in the best interests of the Debtors' estates and should be approved.

19. In light of the foregoing, the Debtors respectfully request that, pursuant to sections 363(b) and 365(a) of the Bankruptcy Code, the Court (i) approve the assumption by Advanta, in the sound exercise of its business judgment, of the Management Agreements and (ii) authorize Advanta to sell the Fractional Interests subject thereto.

Jurisdiction

20. 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

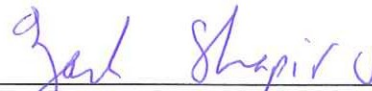
21. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the official committee of general unsecured creditors; (iii) Bank of New York Mellon, as trustee under the Investment Note Indenture and Law Debenture Trust Company of New York as trustee under the 8.99% Indenture (both as defined in the Rosoff Declaration); (iv) NetJets; 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 Prior Request

22. No previous request for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: February 12, 2010
Wilmington, Delaware



Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

WEIL, GOTSHAL & MANGES LLP
Marcia L. Goldstein
Robert J. Lemons
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

ATTORNEYS FOR
DEBTORS AND DEBTORS IN
POSSESSION

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

-----X
: Chapter 11
In re :
: Case No. 09-13931 (KJC)
ADVANTA CORP., *et al.*, :
: (Jointly Administered)
Debtors.¹ :
: (proposed) Hearing date: 3/3/10 at 10:00 a.m.
-----X (proposed) Obj. deadline: 2/24/10 at 4:00 p.m.

NOTICE OF MOTION AND HEARING THEREON

PLEASE TAKE NOTICE that, on February 12, 2010, Advanta Corp. ("Advanta") and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (together with Advanta, the "Debtors") filed the **Debtors' Motion Pursuant to Sections 363 and 365 of the Bankruptcy Code for (I) Approval of Assumption of Certain NetJets Agreements, as Modified, and (II) Authorization to Sell Fractional Interests Subject Thereto** (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that, contemporaneously with the filing of the Motion, the Debtors filed a Motion for an Order to Shorten the Notice and Objection Periods with respect to the Motion (the "Motion to Shorten"). The hearing date and objection deadline set forth herein are consistent with the dates proposed in the Motion to Shorten. In the event that

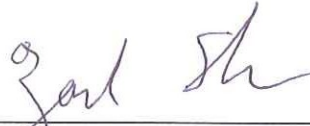
¹ The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), Advanta Credit Card Receivables Corp. (7955), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). 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, Nevada 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801.

the Bankruptcy Court does not approve the dates proposed in the Motion to Shorten, the Debtors will file and serve a separate notice notifying all parties-in-interest of the revised hearing date and objection deadline.

PLEASE TAKE FURTHER NOTICE that pursuant to the Motion to Shorten, the Debtors propose that any responses or objections to the Motion be made by **February 24, 2010 at 4:00 p.m. (Eastern Standard Time)**.

PLEASE TAKE FURTHER NOTICE that pursuant to the Motion to Shorten, the Debtors propose that a hearing with respect to the Motion be held at the omnibus hearing already scheduled for **March 3, 2010 at 10:00 a.m. (Eastern Standard Time)** before The Honorable Kevin J. Carey at the Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801.

Dated: February 12, 2010
Wilmington, Delaware



Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

WEIL, GOTSHAL & MANGES LLP
Marcia L. Goldstein
Robert J. Lemons
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

ATTORNEYS FOR
DEBTORS AND DEBTORS IN
POSSESSION

Exhibit A

**CITATION X
RENEWAL AMENDMENT**

THIS AMENDMENT (this "AMENDMENT") is made and entered this _____ day of _____, 2010, between NETJETS AVIATION, INC., a Delaware corporation having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("NJA") and ADVANTA CORP., a Delaware corporation, having its principal office and place of business at c/o Advanta Corporation, Welsh & McKean Roads, Spring House, Pennsylvania 19477 ("ADVANTA").

WITNESSETH:

WHEREAS, ADVANTA and NJA have executed a Citation X Management Agreement, dated January 29, 2003, in connection with the operation of ADVANTA's six and one-quarter (6.25%) undivided interest in Citation X aircraft serial number 750-0135 bearing United States Registration Number N935QS (the "Management Agreement");

WHEREAS, ADVANTA and NJA entered into an Amendment dated February 6, 2008, wherein ADVANTA renewed the term of the Management Agreement;

WHEREAS, November 8, 2009, ADVANTA filed for chapter 11 protection with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and its chapter 11 case is pending before the Honorable Kevin J. Carey under Case No. 09-13931 (KJC); and

WHEREAS, ADVANTA and NJA desire to amend the term of the Management Agreement to provide for a one (1) year renewal of the Management Agreement from January 29, 2010 to January 29, 2011.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties to this AMENDMENT hereby agree as follows:

1. Terms. Section §16 of the Management Agreement shall be deleted and the following language shall be inserted in lieu thereof:

"This Agreement shall commence on the Closing Date (as such term is defined in the Aircraft Acceptance Form) and shall terminate on the earlier of (i) January 29, 2011, (ii) the date Owner elects to cancel this Agreement as hereinafter provided, (iii) on default of Owner or NJA, (iv) the date of the sale to NJA of Owner's interest in N935QS or (v) upon a final determination that there has been a total loss of the Aircraft and NJA has not elected to substitute the Aircraft with a Replacement Aircraft in accordance with the provisions of Section 19(c)."

2. Terms. The third sentence in Section §7 of the Management Agreement shall be replaced with the following language:

"...and on January 1 of each following calendar year during the term hereof by the greater of the percentage change in the Consumer Price Index for all Urban consumers - U.S. city average, all items (1982-84=100) during the immediately

preceding calendar year (computed from December 1 to November 30) ("Consumer Price Index") or 2% and that in addition thereto..."

3. Schedule. The Schedule to the Management Agreement is amended by deleting the current Schedule and attaching the new schedule attached hereto.
4. ADVANTA and NJA hereby agree that the effectiveness of this Agreement and all transactions contemplated hereunder and under related documentation entered in conjunction herewith shall become effective as of January 29, 2010, but subject to approval by the Bankruptcy Court of (i) this Agreement and (ii) the sale to NJA of the ADVANTA's interest in N935QS, and this Agreement and all transactions contemplated hereunder shall be null and void unless the approvals set forth in clauses (i) and (ii) have been obtained on a final and non-appealable basis.
5. Other Terms. Except to the extent the terms of the Management Agreement may be modified or amended by the terms of this Amendment, all the terms of the Management Agreement shall continue in full force and effect and shall not otherwise be affected, amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first set forth above.

NETJETS AVIATION, INC.
("NJA")

ADVANTA CORP.
("ADVANTA")

BY: _____
Amanda Applegate
Title: Vice President

BY: _____
Jay A. Dubow
Title: Senior Vice President, Chief Administrative Officer
and General Counsel

SCHEDULE

Owner Name	Advanta Corp.
Interest Percentage	6.25%
Monthly Management Fee	\$12,909 (subject to Annual Escalation)*
Established Avg. Rate per Gallon for Fuel	\$1.60
Fuel Variable Rate	\$6.45 per Occupied Hour per \$.01 Differential
Minimum Telephonic Notice	10 Hours
Allotted Hours	50 hours per year
Occupied Hourly Rate Charge	\$3,187 (subject to Annual Escalation)*
Annual Available Hours per year	62.5 hours per year
Ferry Charge	\$1,899 per hour (subject to Annual Escalation)*

Supplemental Hourly Charge:

\$9,625 per Occupied Hour (subject to Annual Escalation)* for each hour flown in excess of 50 Occupied Hours per year (excluding up to 12.5 Carry Over Hours, if available) or \$10,586 for each hour flown in excess of 62.5 Occupied Hours per year (excluding up to 12.5 Carry Over Hours, if available)

Cessna 750 (Citation X)

Serial No.	750-0135
FAA Registration No.	N935QS

*Annual Escalation - Each of the applicable Occupied Hourly Rate Charge, Ferry Charge and Supplemental Hourly Charge shall be adjusted by the greater of the Consumer Price Index or 2% and the Monthly Management Fee shall be adjusted by the greater of the Consumer Price Index or 3.75% (on a cumulative basis) on January 1 of each year commencing January 1, 2011. In addition to the foregoing, the Occupied Hourly Rate Charge shall escalate by \$174 on December 1, 2010.

AC FORM 8050-1 AIRCRAFT REGISTRATION APPLICATION
AIRCRAFT N935QS
S/N 750-0135

COUNTERPART SIGNATURE PAGE

By signing below, the applicant agrees and stipulates (i) to the terms and conditions of the AC Form 8050-1 Aircraft Registration Application to which this Counterpart Signature Page is attached (the "Application") (including the certifications thereon), (ii) that all of the information set forth on the Application is true and correct as of this date, and (iii) the Application may be executed by the parties to the Application by executing separate counterpart signature pages, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Application.

Advanta Corp.

Signature: _____

Jay A. Dubow

Title: Senior Vice President, Chief Administrative
Officer and General Counsel

Date: _____

EXCHANGE SCHEDULE PURSUANT TO SECTION 8

In the event Owner requests use of an Aircraft other than a Citation X aircraft then the Passenger Occupied Hours applicable for such trip shall be adjusted as follows:

<u>Type of Aircraft</u>	<u>Percentage Equivalent to Use of a Citation X</u>
Citation V Ultra	65%
Hawker 400XP	69%
Citation Encore	72%
Citation Excel	78%
Hawker 800XP	85%
Sovereign	95%
Citation X	100%
Gulfstream 200	100%
Falcon 2000/ Falcon 2000EX EASy	135%
Gulfstream IV-SP / Gulfstream 400 / Gulfstream 450	175%
Gulfstream V / Gulfstream 550	205%
Boeing 737-700	275%

NJA reserves the right in its sole discretion to amend the above percentages and to add or delete type of aircraft on sixty (60) days prior written notice.

Insurance Summary Addendum

<i>Aircraft Physical Damage Coverage (Excluding War Risk and Allied Perils)</i>	<i>Stated Value - Fair Market Value of Aircraft</i>
<i>Liability Coverage for Physical Damage to Non-Owned Aircraft (Excluding War Risk and Allied Perils)**</i>	<i>\$ 50,000,000 Each Occurrence</i>
<i>Physical Damage Coverage for Spare Engines/Parts</i>	<i>\$ 15,000,000 Each Occurrence</i>
<i>Aircraft Bodily Injury and Property Damage Liability Coverage (Excluding War Risk and Allied Perils) for Owned and Non-Owned Aircraft up to 40 Seats.</i>	<i>\$ 500,000,000 Each Occ. Boeing \$ 400,000,000 Each Occ. Gulfstream IV & V, 400, 450, 550 \$ 400,000,000 Each Occ. Falcon 2000, 2000EX EASy, 2000LX \$ 300,000,000 Each Occ. All Others</i>
<i>Personal Injury Liability Coverage</i>	<i>\$ 25,000,000 Each Occ. and Annual Aggregate</i>
<i>Voluntary Settlement Coverage for Owned & Non-Owned Aircraft</i>	<i>\$ 1,000,000 Each Passenger \$ 1,000,000 Each crewmember</i>
<i>Medical Payments Coverage for Owned and Non-Owned Aircraft (including Crew)</i>	<i>\$ 100,000 Each Person</i>
<i>Liability Coverage for Personal Effects and Baggage</i>	<i>\$ 500,000 Each Passenger</i>
<i>Cargo Liability Coverage</i>	<i>\$ 5,000,000 Each Occurrence</i>
<i>Liability Coverage for Damage to Non-Owned/Leased Hangars & Contents</i>	<i>\$ 50,000,000 Each Occurrence</i>
<i>Airport Premises Liability Coverage</i>	<i>Same as Limit for Aircraft Liability</i>
<i>Premises Medical Payments Coverage</i>	<i>\$ 100,000 Each Person</i>
<i>Products Liability Coverage for Incidental Operations and Sale of Aircraft and Parts</i>	<i>Same as Limit for Aircraft Liability</i>
<i>Owner's Ground Hangarkeepers' Liability Coverage</i>	<i>\$ 50,000,000 Each Occurrence</i>
<i>Reimbursement of Emergency Expenses Coverage</i>	<i>\$ 2,000,000 Each Occurrence</i>

**The terms on this Insurance Summary Addendum are subject to change, except as set forth specifically in Section 5 of the Management Agreement.*

***All Non-Owned coverages effective only on aircraft arranged for by NetJets Inc. on behalf of Owner.*

**War Risk Insurance Addendum
(Annual War Risk Premiums)**

<u>Aircraft Type</u>	<u>Per Aircraft</u>	<u>Per 1/8 Share</u>
Boeing 737-700	\$29,875	\$3,734.38
Gulfstream 550	\$19,947	\$2,493.38
Gulfstream V	\$16,281	\$2,035.13
Gulfstream 450	\$17,358	\$2,169.75
Gulfstream 400	\$15,625	\$1,953.13
Gulfstream IV-SP	\$14,802	\$1,850.25
Falcon 2000 LX	\$16,812	\$2,101.50
Falcon 2000EX EASy	\$15,428	\$1,928.50
Falcon 2000	\$13,474	\$1,684.25
Hawker 4000	\$10,424	\$1,303.00
Gulfstream 200	\$8,860	\$1,107.50
Citation X	\$7,793	\$974.13
Citation Sovereign	\$8,509	\$1,063.63
Hawker 900XP	\$5,572	\$696.50
Hawker 800XPC	\$5,090	\$636.25
Hawker 800XP	\$4,396	\$549.50
Citation XLS	\$5,110	\$638.75
Citation Excel	\$4,401	\$550.13
Citation Encore+	\$4,666	\$583.25
Citation Encore	\$4,129	\$516.13
Hawker 400XP	\$3,882	\$485.25
Citation Ultra	\$3,706	\$463.25

**These Annual War Risk Premiums are subject to change upon thirty (30) days written notice to Owner in the event the rates from the insurance provider(s) increase or decrease.*

Minimum Telephonic Notice Period Addendum:

Flights within the Continental United States:	10 hours
Flights between Continental United States and airports listed on the Canadian Airports Addendum:	12 hours
Flights between Continental United States and areas in Canada outside the Canadian Airports Addendum:	18 hours
Flights outside the Continental United States (excluding Canada):	48 hours
All flights scheduled on a Peak Period Day:	48 hours

***If the flight requires some authorization for entry or departure which can not be obtained in the telephonic notice set forth in this Agreement, NJA and Owner will work together on an acceptable response time.*

Peak Period Day Addendum

2010

<u>Day of the Week</u>	<u>Date</u>	<u>Description</u>
Thursday	February 11, 2010	Thursday before Presidents' Day
Monday	February 15, 2010	Presidents' Day
Sunday	March 28, 2010	Spring Break
Monday	April 5, 2010	Monday after Easter

**Any changes or additions to the following list will be published and distributed by NJA with substantial notice to all NetJets owners. The 2010 dates above are only a partial list of the full list of 2010 Peak Period Days. The remaining 2010 dates will be announced in the first half of 2010.*

Canadian Airports Addendum

<u>Province</u>	<u>City</u>	<u>Airport ID</u>	<u>Airport Name</u>
Ontario	Hamilton	CYHM	Hamilton Airport
Ontario	Kingston	CYGK	Kingston Airport
Ontario	Kitchener	CYKF	Kitchener/Waterloo Intl Airport
Ontario	London	CYXU	London Ontario Intl Airport
Ontario	Muskoka	CYQA	The Muskoka Airport
Ontario	Ottawa	CYOW	Macdonald-Cartier Intl Airport
Ontario	Peterborough	CYPQ	Peterborough Airport
Ontario	Sarnia	CYZR	Sarnia Chris Hadfield Airport
Ontario	St. Catharines	CYSN	Niagara District Airport
Ontario	St. Thomas	CYQS	St. Thomas Muni Airport
Ontario	Stratford	CNM4	Stratford Municipal General Airport
Ontario	Toronto	CYYZ	Lester B. Pearson Intl
Ontario	Toronto	CYKZ	Buttonville Muni Airport
Ontario	Windsor	CYQG	Windsor Airport
Quebec	Montreal	CYUL	Pierre Elliott Trudeau Intl Airport
Quebec	Montreal	CYHU	St. Hubert Airport

Ferry Waiver Zone Addendum

- Alaska
- Bermuda
- Canada
- Caribbean Islands (north of 12° North Latitude and east of 82° West Longitude but not including South America): Anguilla; Antigua; Netherlands Antilles (including Bonaire, Curacao, St. Eustatius, St. Martin/St Maarten); Aruba; Bahamian Islands (including Abaco Islands, Acklins Island, Andros, Berry Islands, Bimini, Cat Island, Eleuthera, Grand Bahama, Great Exuma, Nassau/Paradise Island, and San Salvador); British Virgin Islands (including Tortola); Barbados; Cayman Islands (including Cayman Brac and Grand Cayman); Dominica; Dominican Republic; Grenada; Guadeloupe; Jamaica; Martinique; Puerto Rico; St. Kitts; St. Lucia; St. Vincent & The Grenadines; Trinidad & Tobago; Turks & Caicos; and U.S. Virgin Islands (including St. Croix and St. Thomas)
- Central America (including Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama)
- Hawaii
- Mexico

**NJ reserves the right in its sole discretion to amend the above Ferry Waiver Zones on sixty (60) days prior written notice.*

***Due to regulations, safety concerns, weather, or other limitations, it may not be possible to go into all airports in these areas for all aircraft in this group.*

****Applicable International Fees and Crew Fees are not waived and will still be charged to Owner for all international flights. See Section 10 for more details.*

International Crew Fee Addendum

Aircraft with no Flight Attendant (2 Crew members)		Aircraft with Flight Attendant (3 Crew members)	
Passenger Occupied Hour	Charge	Passenger Occupied Hour	Charge
0-4.4 hours	No charge	0-4.4 hours	No charge
4.5-9.4 hours	\$ 549	4.5-9.4 hours	\$ 818
9.5 hours and greater	\$ 1,098	9.5 -15 hours	\$ 1,636
		15 hours and greater	\$ 2,454

** Rates escalate annually by the greater of the Consumer Price Index or 2%, or upon 30 days notice.*

International Flat Fees Addendum

Location	Airport	Citation V Ultra Hawker 400XP Citation Encore/+ Citation Excel/XLS	H800XP H900XP Sovereign	Citation X Gulfstream 200 Hawker 4000	Falcon 2000/2000EX	Gulfstream GIV-SP/450 500/GV
Alaska						
Anchorage	PANC	\$440	\$440	\$440	\$510	\$650
All Other Locations		\$475	\$475	\$475	\$730	\$850
Bahamian Islands						
Nassau	MYNN	\$580	\$600	\$600	\$625	\$685
All Other Locations		\$1,075	\$1,090	\$1,090	\$1,215	\$1,350
Bermuda						
	TXKF	\$1,200	\$1,250	\$1,250	\$1,275	\$1,450
Canada						
Gander	CYQX	\$585	\$585	\$585	\$800	\$1,050
All Other Locations		\$410	\$520	\$520	\$550	\$1,220
Caribbean						
Anguilla	TQPF	\$1,550	\$1,755	\$1,755	\$1,825	\$1,825
Antigua	TAPA	\$1,340	\$1,425	\$1,425	\$1,500	\$1,455
Aruba	TNCA	\$1,370	\$1,860	\$1,860	\$1,960	\$2,150
Barbados	TBPB	\$1,670	\$1,910	\$1,910	\$2,000	\$2,000
British Virgin Islands	TUPJ	\$1,275	\$1,275	n/a	n/a	n/a
Cayman Islands	MWCB, MWCR	\$1,505	\$1,580	\$1,580	\$1,600	\$1,975
Dominica	All Airports	\$1,200	\$1,250	\$1,250	\$1,275	\$1,275
Dominican Republic	All airports	\$1,600	\$1,600	\$1,600	\$1,945	\$2,150
Grenada	TGPY	\$1,375	\$1,375	\$1,375	\$1,375	\$1,825
Guadeloupe	TFFR	\$2,075	\$2,075	\$2,075	\$2,075	\$2,075
Jamaica	MKJP, MKJS	\$1,975	\$1,975	\$1,975	\$2,075	\$2,825
Martinique	All Airports	\$1,475	\$1,625	\$1,625	\$1,775	\$1,775
Puerto Rico	All Airports	\$1,030	\$1,315	\$1,315	\$1,775	\$2,000
St. Kitts & Nevis	TKPK	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150
St. Lucia	TLPC, TLPL	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450
St. Martin/Maarten	TNCM	\$1,510	\$1,720	\$1,720	\$1,910	\$2,075
St. Vincent & The Grenadines	All Airports	\$1,300	\$1,900	\$1,900	\$1,900	\$1,900
Trinidad & Tobago	TTPP	\$1,600	\$1,750	\$1,750	\$1,900	\$1,900
Turks & Caicos	MBPV, MBGT	\$1,050	\$1,175	\$1,175	\$1,200	\$1,525
U.S. Virgin Islands	TISX, TIST	\$835	\$860	\$860	\$875	\$925

International Flat Fees Addendum (continued)

Location	Airport	Citation V Ultra	H800XP	Citation X	Gulfstream	
		Hawker 400XP Citation Encore/+ Citation Excel/XLS	H900XP Sovereign	Gulfstream 200 Hawker 4000	Falcon 2000/2000EX	GIV-SP/450 500/GV
Central America						
Belize	MZBZ	\$1,375	\$1,850	\$1,850	\$1,900	\$2,400
Costa Rica	MROC,MRLB	\$2,720	\$3,190	\$3,190	\$3,190	\$3,995
Guatemala	All Airports	\$2,050	\$2,050	\$2,050	\$2,050	\$2,050
Honduras	All Airports	\$1,775	\$2,475	\$2,475	\$2,525	\$2,525
Nicaragua	All Airports	\$2,275	\$2,275	\$2,275	\$3,450	\$3,450
Panama	MPTO,MPHO	\$2,585	\$2,650	\$2,650	\$3,605	\$5,225
Hawaii						
	All Airports	n/a	n/a	\$525	\$565	\$650
Mexico						
Acapulco	MMAA	\$2,700	\$3,270	\$3,270	\$3,270	\$3,450
Cancun	MMUN	\$2,420	\$2,550	\$2,550	\$2,550	\$2,600
Puerto Vallarta	MMPR	\$2,400	\$2,575	\$2,575	\$2,675	\$2,675
Los Cabos Int'l Airport	MMSD	\$2,325	\$2,325	\$2,325	\$2,575	\$2,575
Cabo San Lucas	MMSL	\$2,325	\$2,325	\$2,325	\$2,450	\$2,450
Toluca	MMTO	\$2,480	\$2,585	\$2,585	\$2,585	\$3,025
All Other Locations		\$1,975	\$2,125	\$2,125	\$2,250	\$2,250
<p><i>*For each departure and arrival at certain airports an all-inclusive flat fee that is aircraft and airport specific will be charged.</i></p> <p><i>**International Flat Fees may be changed (increased or decreased) without notice at any time based upon actual invoices NJA receives as necessary to reflect actual costs</i></p> <p><i>***Surcharges may be added to specific airports to recover short term price increases due to specific events.</i></p> <p><i>****Flat fees will be invoiced at the same time as related flight activity.</i></p> <p><i>*****All other destinations and BBJ requests will be charged actual expenses on service invoice.</i></p>						

Exhibit B

Annex

Contract Name: Advanta Corp.

Aircraft Type: C-X

Tail Number: N930QS

Purchase Price:	Date Purchased:	June 21, 2003	\$967,812.00
Repurchase Price:	Date of Repurchase:	March 10, 2010	\$352,062.00 *
Brokerage Commission:	7.00%		(\$24,644.34)
Repurchase Subtotal:			\$327,417.66

Account Activity:

<u>Invoice / Credit Number</u>	<u>Invoice / Credit Description</u>	<u>Amount</u>
Invoice 901632405	Monthly Management Fee - November, 2009	(\$12,486.00)
Payment Received 11/30/09	Check #1034 Post-Petition Remittance	\$9,156.40
Invoice 901642300	Flight Activity - October, 2009	(\$36,909.80)
Invoice 901650837	Monthly Management Fee - February, 2010	(\$12,954.00)
Invoice 901661399	Monthly Management Fee - March, 2010	(\$12,954.00)
Invoice TBD	CREDIT: Monthly Management Fee (03/11/10 - 03/31/10)	\$8,695.20
Invoice TBD	CREDIT: War Risk Insurance Premium (03/11/10 - 04/30/10)	\$68.05
Invoice TBD	International Registry Fee	(\$460.00)
Invoice TBD	CREDIT: Operating Fund	\$8,933.33
Account Activity Subtotal		(\$48,910.82)
Balance Due Advanta Corp.		\$278,506.84 ***

* The Date of Repurchase and Repurchase Price are subject to change if the executed documents are not returned by March 10, 2010

*** By initialing this annex, Advanta Corp. agrees as of the repurchase date set forth above, all amounts are correct. Advanta Corp. further agrees that Advanta Corp. shall remain responsible for and promptly pay all amounts due upon invoice in the event any additional expenses (i.e. ground transportation, catering, international fees, etc.) are invoiced after the termination of the contract as a result of flights taken while the contract was still active. Further, as consideration for such amount, Advanta Corp. agrees to refrain from making any further claims of preference or requests for contribution against NetJets Aviation, Inc. or its affiliates through bankruptcy or otherwise.

*** Amount subject to change as additional expenses are incurred and as invoices are paid. A final accounting will take place on the day of repurchase. The final Annex will be faxed for review and approval prior to the transfer of the repurchase funds.

Initial: _____

AR Number: #6637

Exhibit C

**CITATION X
TERMINATION AND REPURCHASE AGREEMENT**

THIS TERMINATION AND REPURCHASE AGREEMENT (this "Agreement") is made and entered this _____ day of _____, 2010, among NETJETS SALES, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("NJS"), NETJETS AVIATION, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("NJA"), NETJETS SERVICES, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("SERVICES") and ADVANTA CORP., a Delaware corporation, having its principal office and place of business at Welsh & McKean Roads, PO Box 844, Spring House, Pennsylvania 19477 ("ADVANTA").

WITNESSETH:

WHEREAS, ADVANTA and NJS entered into a Citation X Purchase Agreement dated June 21, 2003 (the "Purchase Agreement") for the purchase of a six and one-quarter percent (6.25%) undivided interest (the "Interest") in Citation X aircraft serial number 750-0130 bearing United States Registration Number N930QS (the "Aircraft");

WHEREAS, ADVANTA and NJA entered into a Citation X Management Agreement dated June 21, 2003, as amended, covering the Interest in the Aircraft (the "Original Management Agreement");

WHEREAS, ADVANTA and SERVICES entered into a Citation X Master Interchange Agreement dated June 21, 2003 covering the Interest in the Aircraft (the "Master Interchange Agreement");

WHEREAS, ADVANTA and other undivided interest owners of the Aircraft entered into a Citation X Owners Agreement dated June 11, 2003 covering certain agreements among themselves (the "Owners Agreement");

WHEREAS, ADVANTA and NJA entered into a Citation X Amended and Restated Management Agreement, dated June 4, 2008, wherein the terms of the Original Management Agreement were amended and restated, and the term was renewed (the "Management Agreement");

WHEREAS, on November 8, 2009, ADVANTA filed for chapter 11 protection with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and its chapter 11 case is pending before the Honorable Kevin J. Carey under Case No. 09-13931 (KJC); and

WHEREAS, ADVANTA desires NJS to repurchase the Interest in the Aircraft, and NJS is willing to repurchase the Interest in the Aircraft.

NOW, THEREFORE, the parties to this TERMINATION AND REPURCHASE AGREEMENT agree as follows:

1. NJS shall repurchase from ADVANTA the Interest in the Aircraft for the total fair market value of \$352,052.00 less certain amounts set forth on the attached Annex, for the total balance due from NJS to ADVANTA of \$278,506.84.
2. ADVANTA agrees to deliver to NJS good and marketable title to the Interest in the Aircraft free and clear of any and all liens or encumbrances created by or through ADVANTA.
3. ADVANTA agrees to pay to NJA any sums not previously submitted to NJA owed as of the date hereof to satisfy obligations under the Management Agreement between ADVANTA and NJA for Monthly Management Fees, Fuel Variable Rates, Occupied Hourly Rate Charges or other expenses due to NJA under the Management Agreement.
4. Following the satisfaction of (1.), (2.) and (3.) above, none of the parties shall have any further obligation to the other in regard to the Purchase Agreement, Management Agreement, Master Interchange Agreement, Owners Agreement or any other agreements pertaining to the Interest in the Aircraft.
5. ADVANTA and NJA hereby agree that the effectiveness of this Agreement and all transactions contemplated hereunder and under related documentation entered in conjunction herewith is subject to approval by the Bankruptcy Court of this Agreement and all transactions contemplated hereunder shall be null and void unless approved by the Bankruptcy Court on a final and non-appealable basis.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this **TERMINATION AND REPURCHASE AGREEMENT** to be executed by their duly authorized representatives.

NETJETS SALES, INC.
("NJS")

BY: _____
Amanda Applegate
Title: Vice President

NETJETS SERVICES, INC.
("SERVICES")

BY: _____
Amanda Applegate
Title: Vice President

ADVANTA CORP.
("ADVANTA")

BY: _____
Jay A. Dubow
Title: Senior Vice President, Chief Administrative
Officer and General Counsel

NETJETS AVIATION, INC.
("NJA")

BY: _____
Amanda Applegate
Title: Vice President

**CITATION X
BILL OF SALE
and ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS, that ADVANTA CORP., a Delaware corporation having its principal office and place of business at Welsh & McKean Roads, PO Box 844, Spring House, Pennsylvania 19477 ("Seller"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received from NETJETS SALES, INC., a Delaware corporation having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey unto the Buyer, its successors and assigns forever, an undivided six and one-quarter percent (6.25%) interest (the "Interest") in all of the personal property (the "Equipment") listed on the Schedule set forth below.

TO HAVE AND TO HOLD the Interest unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Seller reaffirms as of the date hereof the representations and warranties made by Seller to Buyer in Section 2 of a certain termination and repurchase agreement between Seller and Buyer dated of even date herewith (the "Repurchase Agreement"), as if such representations and warranties and assignment were set forth herein in haec verba.

EXCEPT AS SPECIFICALLY SET FORTH IN THE REPURCHASE AGREEMENT OR IN THIS BILL OF SALE THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE EXPRESS OR IMPLIED, CONCERNING THE TRANSACTIONS CONTEMPLATED BY THE REPURCHASE AGREEMENT, OR THE EQUIPMENT, ITS CONDITION, ITS DESIGN, ITS OPERATION, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS AIRWORTHINESS, ITS MERCHANTABILITY OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. SELLER SHALL, IN NO EVENT, BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY THE EQUIPMENT OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO.

Seller, for itself and its successors and assigns further covenants and agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Buyer and its successors and assigns, all and singular, the Interest hereby bargained, sold, assigned, transferred, set over and conveyed, as Buyer and its successors and assigns shall request.

This Bill of Sale and the representations, warranties, and covenants herein contained shall inure to the benefit of Buyer and its successors and assigns, shall be binding upon Seller and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered this _____ day of _____, 2010.

Seller: ADVANTA CORP.

Signature: _____

Name: Jay A. Dubow

Title: Senior Vice President, Chief Administrative Officer and General Counsel

SCHEDULE
Description of Equipment

A 6.25% undivided interest in the following aircraft, together with all engines, appurtenances, appliances, parts, instruments, accessions, furnishings and other equipment of whatever nature incorporated in or contained in or attached to the same:

Aircraft: Cessna 750 (Citation X)

Manufacturer's Serial No.: 750-0130

FAA Registration No.: N930QS

Engines: Rolls-Royce AE3007C

Engine Serial Nos: **Left** CAE-330278

Right CAE-330276

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1+OVC THE
 UNDERSIGNED OWNER(S) OF THE FULL
 LEGAL AND BENEFICIAL TITLE OF THE
 AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 930QS**

AIRCRAFT MANUFACTURER & MODEL
 Cessna 750

AIRCRAFT SERIAL No.
 750-0130

DOES THIS DAY OF 2010
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
 FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.) UNDIVIDED INTEREST
 NetJets Sales, Inc. 6.25% of 100%
 Two Leadership Square
 10th Floor
 Oklahoma City, OK 73102

DEALER CERTIFICATE NUMBER

AND TO **THEIR SUCCESSORS** ~~EXECUTORS, ADMINISTRATORS,~~ AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS DAY OF 2010

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Advanta Corp.		Senior Vice President, Chief Administrative Officer and General Counsel
	Jay A. Dubow	

--	--	--	--

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING: HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL:

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

Exhibit D

Annex

Contract Name: Advanta Corp.

Aircraft Type: C-X

Tail Number: N935QS

Purchase Price:	Date Purchased:	January 29, 2003	\$1,000,000.00
Repurchase Price:	Date of Repurchase:	March 10, 2010	\$352,062.00 *
Brokerage Commission:	7.00%		(\$24,644.34)
Repurchase Subtotal:			<u>\$327,417.66</u>

Account Activity:

<u>Invoice / Credit Number</u>	<u>Invoice / Credit Description</u>	<u>Amount</u>
Invoice 901632406	Monthly Management Fee - November, 2009	(\$12,424.00)
Payment Received 11/30/09	Check #1034 Post-Petition Remittance	\$9,110.93
Invoice 901635402	Flight Activity - September, 2009	(\$90,123.14)
Invoice 901650838	Monthly Management Fee - February, 2010	(\$12,890.00)
Invoice 901661400	Monthly Management Fee - March, 2010	(\$12,890.00)
Invoice TBD	CREDIT: Monthly Management Fee (03/11/10 - 03/31/10)	\$8,652.20
Invoice TBD	CREDIT: War Risk Insurance Premium (03/11/10 - 04/30/10)	\$68.05
Invoice TBD	International Regsity Fee	(\$460.00)
Invoice TBD	CREDIT: Operating Fund	\$0.00
Account Activity Subtotal		<u>(\$110,955.96)</u>
Balance Due Advanta Corp.		\$216,461.70 ***

* The Date of Repurchase and Repurchase Price are subject to change if the executed documents are not returned by March 10, 2010

*** By initialing this annex, Advanta Corp. agrees as of the repurchase date set forth above, all amounts are correct. Advanta Corp. further agrees that Advanta Corp. shall remain responsible for and promptly pay all amounts due upon invoice in the event any additional expenses (i.e. ground transportation, catering, international fees, etc.) are invoiced after the termination of the contract as a result of flights taken while the contract was still active. Further, as consideration for such amount, Advanta Corp. agrees to refrain from making any further claims of preference or requests for contribution against NetJets Aviation, Inc. or its affiliates through bankruptcy or otherwise.

*** Amount subject to change as additional expenses are incurred and as invoices are paid. A final accounting will take place on the day of repurchase. The final Annex will be faxed for review and approval prior to the transfer of the repurchase funds.

Initial: _____
AR Number: #6637

Exhibit E

**CITATION X
TERMINATION AND REPURCHASE AGREEMENT**

THIS TERMINATION AND REPURCHASE AGREEMENT (this "Agreement") is made and entered this _____ day of _____, 2010, among NETJETS SALES, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("NJS"), NETJETS AVIATION, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("NJA"), NETJETS SERVICES, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("SERVICES") and ADVANTA CORP., a Delaware corporation, having its principal office and place of business at Welsh & McKean Roads, PO Box 844, Spring House, Pennsylvania 19477 ("ADVANTA").

WITNESSETH:

WHEREAS, ADVANTA and NJS entered into a Citation X Purchase Agreement dated January 29, 2003 (the "Purchase Agreement") for the purchase of a six and one-quarter percent (6.25%) undivided interest (the "Interest") in Citation X aircraft serial number 750-0135 bearing United States Registration Number N935QS (the "Aircraft");

WHEREAS, ADVANTA and NJA entered into a Citation X Management Agreement dated January 29, 2003, as amended, covering the Interest in the Aircraft (the "Original Management Agreement");

WHEREAS, ADVANTA and SERVICES entered into a Citation X Master Interchange Agreement dated January 29, 2003 covering the Interest in the Aircraft (the "Master Interchange Agreement");

WHEREAS, ADVANTA and other undivided interest owners of the Aircraft entered into a Citation X Owners Agreement dated January 21, 2003 covering certain agreements among themselves (the "Owners Agreement");

WHEREAS, ADVANTA and NJA entered into a Citation X Amended and Restated Management Agreement, dated February 6, 2008, wherein the terms of the Original Management Agreement were amended and restated, and the term was renewed (the "Renewed Management Agreement");

WHEREAS, ADVANTA and NJA entered into a Citation X Renewal Amendment, with an effective date of January 29, 2010, wherein the terms of the Management Agreement were amended and restated, and the term was renewed to January 29, 2011,

(together with the Original Management Agreement and the Renewed Management Agreement, the "Management Agreement");

WHEREAS, on November 8, 2009, ADVANTA filed for chapter 11 protection with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and its chapter 11 case is pending before the Honorable Kevin J. Carey under Case No. 09-13931 (KJC); and

WHEREAS, ADVANTA desires NJS to repurchase the Interest in the Aircraft, and NJS is willing to repurchase the Interest in the Aircraft.

NOW, THEREFORE, the parties to this TERMINATION AND REPURCHASE AGREEMENT agree as follows:

1. NJS shall repurchase from ADVANTA the Interest in the Aircraft for a total fair market value of \$352,062.00 less certain amounts set forth on the attached Annex, for a total balance due from NJS to ADVANTA in the amount of \$216,461.70.
2. ADVANTA agrees to deliver to NJS good and marketable title to the Interest in the Aircraft free and clear of any and all liens or encumbrances created by or through ADVANTA.
3. ADVANTA agrees to pay to NJA any sums not previously submitted to NJA owed as of the date hereof to satisfy obligations under the Management Agreement between ADVANTA and NJA for Monthly Management Fees, Fuel Variable Rates, Occupied Hourly Rate Charges or other expenses due to NJA under the Management Agreement.
4. Following the satisfaction of (1.), (2.) and (3.) above, none of the parties shall have any further obligation to the other in regard to the Purchase Agreement, Management Agreement, Master Interchange Agreement, Owners Agreement or any other agreements pertaining to the Interest in the Aircraft.
5. ADVANTA and NJA hereby agree that the effectiveness of this Agreement and all transactions contemplated hereunder and under related documentation entered in conjunction herewith is subject to approval by the Bankruptcy Court of this Agreement and all transactions contemplated hereunder shall be null and void unless approved by the Bankruptcy Court on a final and non-appealable basis.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this TERMINATION AND REPURCHASE AGREEMENT to be executed by their duly authorized representatives.

NETJETS SALES, INC.
("NJS")

BY: _____
Amanda Applegate
Title: Vice President

NETJETS SERVICES, INC.
("SERVICES")

BY: _____
Amanda Applegate
Title: Vice President

ADVANTA CORP.
("ADVANTA")

BY: _____
Jay A. Dubow
Title: Senior Vice President, Chief Administrative Officer and General Counsel

NETJETS AVIATION, INC.
("NJA")

BY: _____
Amanda Applegate
Title: Vice President

**CITATION X
BILL OF SALE
and ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS, that ADVANTA CORP., a Delaware corporation having its principal office and place of business at Welsh & McKean Roads, PO Box 844, Spring House, Pennsylvania 19477 ("Seller"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received from NETJETS SALES, INC., a Delaware corporation having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey unto the Buyer, its successors and assigns forever, an undivided six and one-quarter percent (6.25%) interest (the "Interest") in all of the personal property (the "Equipment") listed on the Schedule set forth below.

TO HAVE AND TO HOLD the Interest unto the Buyer, its successors and assigns, to its and their own use and behalf forever.

Seller reaffirms as of the date hereof the representations and warranties made by Seller to Buyer in Section 2 of a certain termination and repurchase agreement between Seller and Buyer dated of even date herewith (the "Repurchase Agreement"), as if such representations and warranties and assignment were set forth herein in haec verba.

EXCEPT AS SPECIFICALLY SET FORTH IN THE REPURCHASE AGREEMENT OR IN THIS BILL OF SALE THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE EXPRESS OR IMPLIED, CONCERNING THE TRANSACTIONS CONTEMPLATED BY THE REPURCHASE AGREEMENT, OR THE EQUIPMENT, ITS CONDITION, ITS DESIGN, ITS OPERATION, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS AIRWORTHINESS, ITS MERCHANTABILITY OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. SELLER SHALL, IN NO EVENT, BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY THE EQUIPMENT OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO.

Seller, for itself and its successors and assigns further covenants and agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Buyer and its successors and assigns, all and singular, the Interest hereby bargained, sold, assigned, transferred, set over and conveyed, as Buyer and its successors and assigns shall request.

This Bill of Sale and the representations, warranties, and covenants herein contained shall inure to the benefit of Buyer and its successors and assigns, shall be binding upon Seller and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered this _____ day of _____, 2010.

Seller: ADVANTA CORP.

Signature: _____

Name: Jay A. Dubow

Title: Senior Vice President, Chief Administrative Officer and General Counsel

SCHEDULE
Description of Equipment

A 6.25% undivided interest in the following aircraft, together with all engines, appurtenances, appliances, parts, instruments, accessions, furnishings and other equipment of whatever nature incorporated in or contained in or attached to the same:

Aircraft: Cessna 750 (Citation X)

Manufacturer's Serial No.: 750-0135

FAA Registration No.: N935QS

Engines: Rolls-Royce AE3007C

Engine Serial Nos: **Left** CAE-330281

Right CAE-330288

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1+OVC THE
UNDERSIGNED OWNER(S) OF THE FULL
LEGAL AND BENEFICIAL TITLE OF THE
AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N** **935QS**

AIRCRAFT MANUFACTURER & MODEL
Cessna 750

AIRCRAFT SERIAL No.
750-0135

DOES THIS DAY OF 2010
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.) UNDIVIDED INTEREST
NetJets Sales, Inc. 6.25% of 100%
Two Leadership Square
10th Floor
Oklahoma City, OK 73102

DEALER CERTIFICATE NUMBER

AND TO **THEIR SUCCESSORS** ~~EXECUTORS, ADMINISTRATORS,~~ AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS DAY OF 2010

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Advanta Corp.		Senior Vice President, Chief Administrative Officer and General Counsel
	Jay A. Dubow	

--	--	--	--

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL:

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

Exhibit F

**IN THE 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)
	:	
-----X	:	
		Re: Docket No. ___

**ORDER PURSUANT TO SECTIONS 363 AND 365 OF THE
BANKRUPTCY CODE (I) APPROVING ASSUMPTION OF CERTAIN
MANAGEMENT AGREEMENTS, AS MODIFIED, AND (II) AUTHORIZING
SALE OF THE FRACTIONAL INTERESTS SUBJECT THERETO**

Upon the motion, dated February 12, 2010 (the “*Motion*”), of Advanta Corp. (“*Advanta*”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 363 and 365 of title 11 of the United States Code (the “*Bankruptcy Code*”), for approval of Advanta’s assumption of the Management Agreements,² as modified, and authorization to sell the Fractional Interests subject thereto to NetJets pursuant to the Repurchase Agreements, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein

¹ The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), Advanta Credit Card Receivables Corp. (7955), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). 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, Nevada 89119, and 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 Motion.

pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion 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 Motion having been provided to the Notice Parties; and the relief requested in the Motion being in the best interests of the Debtors, their estates and their creditors; and the Court having reviewed the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court, and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that, pursuant to section 365(a) of the Bankruptcy Code, the assumption by Advanta of the Management Agreements, as modified by the Renewal Amendment, is hereby approved, subject to, and effective as of, the closing of the sale of the Fractional Interests to NetJets; and it is further

ORDERED that Advanta is authorized to enter into the Renewal Amendment; and it is further

ORDERED that the Debtors' obligation to cure defaults under section 365(b) of the Bankruptcy Code shall be fully satisfied upon closing of the sale of the Fractional Interests to NetJets and payment by NetJets of the purchase price set forth in the Repurchase Agreements; and it is further

ORDERED that the Debtors shall have no other cure or adequate assurance obligations arising under section 365(b)(1)(A)-(C) of the Bankruptcy Code in connection with the assumption of the Management Agreements other than as set forth in this Order; and it is further

ORDERED that, the requirements of section 365(b)(1) of the Bankruptcy Code

with respect thereto are deemed satisfied; and it is further

ORDERED that, pursuant to section 363(b) of the Bankruptcy Code, Advanta is hereby authorized to enter into the Repurchase Agreements and sell its Fractional Ownership Interests to NetJets thereunder; and it is further

ORDERED that Advanta is authorized to execute, deliver, implement and fully perform any and all obligations, instruments, documents and papers and to take any and all actions reasonably necessary or appropriate to effectuate the Repurchase Agreements and perform any and all obligations contemplated therein without the need for further corporate authorization; and it is further

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

Dated: _____, 2010
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE