

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

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In re : Chapter 11
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ADVANTA CORP., *et al.*, : Case No. 09-13931 (KJC)
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Debtors.¹ : (Jointly Administered)
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Re: Docket No. 266
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**DECLARATION OF JAY A. DUBOW IN SUPPORT OF 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**

I, Jay A. Dubow, hereby declare:

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. 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.

1. I am Senior Vice President, Chief Administrative Officer and General Counsel of Advanta Corp., a Delaware corporation (“*Advanta*”) and I am familiar with the day-to-day operations, business, and legal affairs of Advanta and its affiliated debtors, as debtors and debtors in possession, in the above-referenced chapter 11 cases (collectively, the “*Debtors*”). I have served as Senior Vice President, Chief Administrative Officer and General Counsel of Advanta since May 2008. I am intimately familiar with the Debtors’ financial and legal affairs as they relate to agreements and contracts.

2. I submit this declaration (the “*Declaration*”) in support of 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* [Docket No. 266] (the “*Motion*”). Any capitalized term not expressly defined herein shall have the meaning ascribed to that term in the Motion. All facts set forth in this Declaration are based on my personal knowledge, upon information supplied to me by people who report to me, upon information supplied to me by the Debtors’ professionals and consultants, upon my review of relevant documents, or upon my opinion based on my experience and knowledge with respect to the Debtors’ operations, financial condition and related business issues. Any documents attached hereto, referenced herein or otherwise relied upon by me for purposes of this Declaration are the business records of the Debtors, prepared and kept in ordinary and regularly conducted business activity of the Debtors, and used by me for those purposes. If I were called upon to testify, I could and would testify competently to the facts set forth herein, and I am authorized to submit this Declaration on behalf of the Debtors.

The Sale

3. Advanta owns 6.25% undivided interests (collectively, the “*Fractional Interests*”) in each of two Citation Sovereign aircrafts, bearing manufacturer’s serial number 750-0130 and FAA registration number N930QS and manufacturer’s serial number 750-0135 and FAA registration number N935QS, respectively (collectively, the “*Aircraft*”), which it purchased from NetJets Sales, Inc. (“*NJS*”) in 2003. The Debtors no longer have a need for use of the Aircraft and have not used them since October 2009.

4. Since November 2009, the Debtors have analyzed various options with respect to the Fractional Interests, including sale of such interests to other third parties, including to NetJets Aviation, Inc. (“*NJA*” and together with NJS, “*NetJets*”). The Debtors received an offer from NetJets to purchase the Fractional Interests. The Debtors have also contacted a broker to gauge other third parties’ interests in purchasing the Fractional Interests. The Debtors have determined that the sale of the Fractional Interests to NetJets on the terms set forth in the Repurchase Agreements will generate the most value for the Debtors’ estates. I have worked closely with the Debtors’ advisors on the sale process and believe that the offer from NetJets constitutes the highest and best offer the Debtors will receive for the Fractional Interests.

5. Consequently, Advanta and NetJets 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 NetJets to Advanta of \$278,506.84 as set forth on *Exhibit B* to the Motion. 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 to the Motion as *Exhibit C*.

6. Advanta and NetJets 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 NetJets to Advanta of \$216,461.70 as set forth on *Exhibit D* to the Motion. 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 to the Motion as *Exhibit E*.

7. The Repurchase Agreements are being entered into after arms-length, good-faith negotiations between the Debtors and NetJets. I am not aware of, and have no reason to suspect, any bid collusion or other improper conduct by NetJets in this sale process.

8. There are sound business reasons for the Debtors to enter into the Repurchase Agreements with the NetJets. 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.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: March 2, 2010
Wilmington, Delaware

/s/ Jay A. Dubow
Jay A. Dubow
Senior Vice President, Chief Administrative
Officer and General Counsel