

**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 :
: Hearing Date: May 10, 2010 at 1:30 p.m.
-----X Objection Deadline: May 3, 2010 at 4:00 p.m.

**APPLICATION FOR AUTHORIZATION TO EMPLOY
AND RETAIN GREAT AMERICAN GROUP, LLC AS THE
EXCLUSIVE SALES AGENT FOR SALE OF CERTAIN PERSONAL
PROPERTY *NUNC PRO TUNC* TO APRIL 19, 2010, AND MOTION FOR
APPROVAL OF THE SALE OF SUCH PERSONAL PROPERTY BY AUCTION**

Advanta Corp. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), submit this application and motion (the “*Application*”) and 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). 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 (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*”). 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. The Debtors seek, pursuant to sections 327(a), 328, and 363 of the Bankruptcy Code, entry of an order (i) authorizing the employment and retention of Great American Group, LLC (“*Great American*”) as the exclusive sales agent (the “*Sales Agent*”) for the sale of certain personal property of the Debtors, and (ii) approving the sale of such property pursuant to the auction procedures described below (the “*Auction Procedures*”). The Declaration of Mark P. Naughton is attached hereto as *Exhibit A* (the “*Naughton Declaration*”) and is offered in support of the Application. The retention of Great American will be based on the terms and conditions set forth in the engagement letter between the Debtors and Great American, dated April 19, 2010 (the “*Engagement Letter*”), a copy of which is attached hereto as *Exhibit B*. A proposed order (the “*Proposed Order*”) is attached hereto as *Exhibit C*.

The Assets and Proposed Sales

2. The Debtors own personal property, such as office furniture, equipment, cars, and artwork that are located primarily at the following facilities: (i) 700 Dresher Road, Horsham, Pennsylvania; (ii) 417 Caredean Drive, Suites C & D, Horsham, Pennsylvania; (iii) Welsh and McKean Road, Spring House, Pennsylvania (“*Spring House*”); and (iv) the Herman Miller/Spectrum storage facility in Oaks, Pennsylvania (collectively, the “*Facilities*”). The Debtors are currently in the process of winding down their operations and have reduced their workforce significantly. The Debtors no longer require the use of all of the Facilities and have started the process of leaving certain of the Facilities. This Court has already approved the Debtors’ motions to reject the lease with respect to Spring House as of June 30, 2010 (with the possibility of reducing or extending such rejection date by 30 days upon notice to the landlord). The Debtors have identified certain personal property located at the Facilities that they will no

longer need as their business operations are wound down (collectively, and excluding the Excluded Assets (as defined below), the “*Assets*”).

3. Accordingly, the Debtors propose to liquidate the Assets during the course of these chapter 11 cases in a way that maximizes value for the Debtors’ estates and reduces the carrying costs for storing the Assets beyond the time that they are necessary for business operations. The Debtors propose to employ and retain Great American as their Sales Agent in order to sell the Assets.² Great American will be the exclusive sales agent for the sale of the Assets for a period of 90 days. As set forth in the Engagement Letter, Great American will conduct one or more auctions of the Assets (the “*Auctions*” or “*Sales*”), at which potential purchasers may bid either live or through a webcast. The Auctions will be advertised and bidding will be open to the public. To maximize recoveries for the Debtors’ estates, the Debtors propose that the Assets be sold at the Auctions free and clear of liens, claims and encumbrances, with any liens attaching to the proceeds of the Assets, and without the need for further Court approval.

Great American

4. The Debtors received proposals from various liquidators regarding the sale of the Assets and after reviewing the proposals, the Debtors decided to retain Great American due to Great American’s extensive experience within the industry and its competitive terms. Great American is well qualified to serve as the Debtors’ exclusive sales agent and has the background and expertise to help the Debtors solicit and procure prospective purchasers for the

² Certain of the personal property located at the Facilities, which is summarized in categories on *Exhibit A* to the Engagement Letter, is not subject to the terms of the Engagement Letter between Great American and the Debtors (collectively, the “*Excluded Assets*”) and Great American will not be involved in the sale or disposal of the Excluded Assets. The Debtors, however, have the ability under the Engagement Letter to supplement or amend the list of the Excluded Assets after the execution of the Engagement Letter but no later than two weeks prior to the scheduled sale of the applicable Asset.

Assets. Great American has been operating in its industry for more than 35 years and has partnered with businesses across the globe in effectively appraising, divesting and maximizing the value of their client's assets. Great American's services range from disposing of obsolete merchandise, conducting clearance events to managing store relocations and lease expirations.

5. The services rendered by Great American are not duplicative in any manner to the services to be performed by any other party retained by the Debtors. Great American has stated its desire and willingness to act in these cases and render the necessary professional services as the exclusive sales agent to the Debtors.

Professional Services Performed

6. The Debtors seek to sell the Assets in a series of Auctions which will be conducted by Great American. Pursuant to the Engagement Letter, Great American has agreed to provide the following services (the "*Services*") to the Debtors:

- (i) conduct the sales of the Assets through one or more combined live onsite and webcast Auctions;
- (ii) use best efforts to conduct the Auctions on dates to be agreed upon with the Debtors;
- (iii) oversee the removal (at no cost to the Debtors) of the Assets that were sold pursuant to an Auction from the Facilities;
- (iv) determine and implement appropriate advertising to sell the Assets prior to the Sale Termination Date (as defined in the Engagement Letter);
- (v) provide such other related services deemed necessary or prudent by the Debtors and Great American under the circumstances giving rise to the sales; and
- (vi) provide the Debtors with reporting and reconciliation of all accounting information in a form reasonably acceptable to the Debtors within fifteen business days following each Auction.

7. The Debtors request that Great American's retention be made effective *nunc pro tunc* to April 19, 2010, to allow Great American to be reimbursed for expenses incurred

by Great American on behalf of the Debtors on or after April 19, 2010.

Professional Compensation

8. In exchange for the Services described above, Great American will be compensated in accordance with the terms and conditions set forth in the Engagement Letter, which provides for a contingency based fee structure. Pursuant to the Engagement Letter, Great American's compensation will consist of (i) a charge of a buyer's premium of up to twelve per cent (12%) to all purchases on site at the Auctions and fifteen per cent (15%) to all purchases made through the webcast of the Auctions, and (ii) reimbursement of direct operating expenses incurred by Great American in connection with the Auctions, up to a maximum of \$130,000 in the aggregate.

9. In light of the nature of its proposed engagement, Great American will not be billing the Debtors by the hour and, accordingly, seeks a waiver of the requirement of keeping records of time spent for professional services rendered in these chapter 11 cases. It is Great American's general practice and the general practice of other sales agents who provide similar services, to be paid on a contingency fee basis, rather than keeping detailed time records similar to those customarily kept by attorneys. Therefore, the Debtors submit that requiring Great American to file periodic fee applications pursuant to sections 330 and 331 of the Bankruptcy Code is unnecessary because Great American will be paid only from the proceeds of the Sales. Instead, Great American proposes that within thirty (30) days of the earlier of (i) the completion of the last Auction and (ii) the Sale Termination Date (as defined in the Engagement Letter), Great American will provide to the Debtors for filing with the Court a summary of the Sale Proceeds (as defined in the Engagement Letter) realized and amounts paid or to be paid by the Debtors to Great American pursuant to the Engagement Letter (the "*Expense Summary*").

10. This Court has recognized in other cases that professionals need not file detailed time records in connection with providing services to a debtor on a contingent fee or a flat fee basis. *See e.g., In re Motor Coach Industries International, Inc.*, Case No. 08-12136 (BLS) (Bankr. Del. Jan. 21, 2009) (allowing an appraiser retained pursuant to section 327 of the Bankruptcy Code to waive the requirement of filing monthly fee applications); *In re General Growth Properties, Inc.*, Case No. 09-11977 (ALG) (Bankr. S.D.N.Y. Apr. 16, 2009) (submission of fee applications without time records for a property tax consultant retained on a contingency basis); *In re Musicland Holding Corp.*, Case No. 06-10064 (SMB) (Bankr. S.D.N.Y. Mar. 22, 2006) (allowing the submission of fee applications without time records for a real estate consultant on retainer and contingency basis); *In re Spiegel, Inc.*, Case No. 03-11540 (CB) (Bankr. S.D.N.Y. May 29, 2003) (allowing the submission of a summary invoice for real estate consulting services on a contingency basis); *In re Teligent, Inc.*, Case No. 01-12974 (Bankr. S.D.N.Y. Nov. 20, 2001) (allowing the same for auctioneer services on a contingency basis). The Expense Summary will be subject to review pursuant to section 330 of the Bankruptcy Code. The Debtors submit that the Expense Summary will be sufficient for the Debtors and other parties in interest to make an informed judgment regarding the nature and appropriateness of the compensation paid to Great American pursuant to the Engagement Letter.

Great American's Disinterestedness

11. As set forth in the Naughton Declaration, Great American researched its client databases to determine whether it had any connection with the entities listed on the Debtors' retention checklist (collectively, the "*Interested Parties*"). To the extent that Great American's research disclosed a past or present relationship with an Interested Party, such Interested Party is disclosed in the Naughton Declaration. All such past or present relationships

with the Interested Parties disclosed are unrelated to the Debtors' chapter 11 case. To the best of the Debtors' knowledge, Great American does not hold or represent any interest adverse to the Debtors' estate and is a "disinterested person" as defined under section 101(14) of the Bankruptcy Code. The Debtors have been informed that Great American will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise and, if any new relevant facts or relationships are discovered, Great American will supplement its disclosure to the Court.

Indemnification

12. The Debtors agree to indemnify and defend Great American from and against all liability, damages, or claims (collectively, the "***Damages***") which Great American may incur as a consequence of (i) any defect or failure not caused by the negligent and/or intentional misconduct of Great American in product design or materials or storage, manufacture, distribution, sale or use by any person or entity of any product or goods; (ii) the Debtors' failure to pay over to the appropriate taxing authority any taxes required to be paid by the Debtors during the Sale term in accordance with applicable law; (iii) grossly negligent or intentional acts or omissions of the Debtors or their agents (other than the Great American), employees, and representatives in connection with the Sales; (iv) liens, claims, interests and encumbrances asserted against the Assets; and/or (v) any claim with regard to merchantability or use of the Assets, *provided, however*, that such claim is not based upon any statements by the Auctioneer or its agents or employees giving rise to the belief in a buyer that the purchased assets are subject to warranty of merchantability or use for a particular purpose.

Notwithstanding anything in the foregoing to the contrary, the Debtors will have no liability to Great American under the Engagement Letter for any Damages Great American or its agents,

employees, and principals may incur as a result of gross negligence or willful misconduct of Great American or its agents, employees, and principals.

13. In return, Great American agrees to reimburse, indemnify, defend and hold the Debtors, as well as their agents and employees, harmless from and against any and all known or unknown losses, damages, liabilities, claim or other expenses by or on behalf of any person, which the Debtors may incur as a result of: (i) Great American's breach of the terms, representation or warranties in the Engagement Letter; (ii) any claims asserted by Great American's employees or agents; and (iii) grossly negligent or intentional acts or omissions of Great American or its agents, employees, representatives or principals in connection with the Sales or the Engagement Letter.

Basis for Employment and Retention of Great American

14. Section 327(a) of the Bankruptcy Code provides, in relevant part, that the Debtors “with the court’s approval, may employ . . . auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist” the Debtors in fulfilling their duties under the Bankruptcy Code. The Debtors believe that Great American is a “disinterested person” as defined by section 101(14) of the Bankruptcy Code.

15. Section 328(a) of the Bankruptcy Code provides, in relevant part, that a debtor “with the court’s approval, may employ or authorize the employment of a professional person under section 327 [of the Bankruptcy Code] . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, . . . or on a contingent fee basis.” 11 U.S.C. § 328. Section 328 of the Bankruptcy Code therefore permits the Court to approve the terms of the proposed engagement of Great American as set forth in the Engagement Letter.

16. The Debtors believe that the fee structure set forth in the Engagement Letter is reasonable and should be approved under section 328(a) of the Bankruptcy Code. After arm's-length negotiations between Great American and the Debtors, the Debtors submit that Great American's fees are reasonable in light of (i) industry practice, (ii) the Debtors' review of proposals from liquidators, and (iii) Great American's substantial experience with the liquidation process.

Basis for Approval of Sales

17. Section 363(b) of the Bankruptcy Code authorizes a debtor to use or sell assets of the estate other than in the ordinary course of business. *See* 11 U.S.C. § 363(b)(1). The decision to dispose of assets outside the ordinary course of business is based upon the sound business judgment of the debtor. *See, e.g., In re Dura Auto. Sys.*, 2007 Bankr. LEXIS 2764 (Bankr. D. Del. Aug. 15, 2007); *In re Chateaugay Corp.*, 973 F.2d 141 (2d Cir. 1992); *In re Adelfia Communications Corp.*, No. 02-41729 (REG) (Bankr. S.D.N.Y. July 31, 2002) (Doc. No. 676). *See also Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985) ("the business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company', which has continued applicability in bankruptcy").

18. Once a court is satisfied that there is a sound business justification for the proposed sale, the court must then determine whether (i) the debtor in possession has provided the interested parties with adequate and reasonable notice, (ii) the sale price is fair and reasonable, and (iii) the purchaser is proceeding in good faith. *See Polvay v. B.O. Acquisitions, Inc.*, (*In re Betty Owens Sch.*), Case No. 96 Civ. 3576 (PKL), 1997 U.S. Dist. Lexis 5877, *4

(S.D.N.Y. Apr. 17, 1997); accord *In re Delaware and Hudson Ry. Co.*, 124 B.R. at 166; *In re Decora Indus., Inc.*, Case No. 00-4459, 2002 WL 32332749, *3 (Bankr. D. Del. May 20, 2002).

19. Sales under section 363(b) of the Bankruptcy Code may be by private sale or by public auction. See Fed. R. Bankr. P. 6004(f)(1); *Palermo v. Pritam Realty, Inc. (In re Pritam Realty, Inc.)*, 233 B.R. 619 (D.P.R. 1999) (upholding the bankruptcy court's approval of a private sale conducted by a chapter 11 debtor); *In re Condere Corp.*, 228 B.R. 615 (Bankr. S.D. Miss. 1998) (approving a private sale of a chapter 11 debtor's assets where the standards of § 363(b) were met); *In re Wieboldt Stores, Inc.*, 92 B.R. 309 (N.D. Ill. 1988) (affirming right of chapter 11 debtor to transfer assets by private sale); see also *In re Embrace Systems Corp.*, 178 B.R. 112, 123 (Bankr. W.D. Mich. 1995) (holding that a private sale of a chapter 11 debtor's assets is appropriate if all provisions of § 363 are followed, the bid is fair and the sale is in the best interests of the estate and its creditors).

20. Ample business justification exists in this case to approve the proposed Sales of the Assets and any transactions effectuated in accordance therewith. The Debtors have considered all alternatives, with the assistance of their advisors, and determined that the sale of the Assets by Great American pursuant to the Auctions will preserve and maximize the value of the Debtors' estates and, accordingly, is in the best interests of the Debtors' estates and creditors. Because the Debtors no longer need the Assets, selling them will bring cash into the estates and save the costs of storing and preserving the Assets. Great American will implement the appropriate marketing strategies and advertisements in order to give interested buyers adequate notice. The public nature of the Auctions will ensure that the sale price is fair and reasonable since purchasers will be bidding on the Assets in a competitive environment. Additionally, ...

because Great American will be acting as the auctioneer of the Assets, all transactions will be completed at arms'-length.

21. The Assets will be sold on an "as is" and "where is" basis, without any representations of any kind, including as to merchantability or fitness for a particular purpose and without warranty or agreement as to the condition of the Assets. Furthermore, the Debtors contemplate that the winning bidders at the Auctions will be responsible for transferring the purchased Assets out of the Facilities and to the winning bidders' designated location. Neither the Debtors nor Great American will be obligated to make moving arrangements or pay for moving the purchased Assets to another location.

22. To maximize proceeds of the Assets, the Debtors seek prospective approval of the sales of the Assets pursuant to the terms outlined in the Engagement Letter, without the need to seek further Court approval of each individual sale. Because there may be numerous purchasers of the Assets, the Debtors submit that prospective approval of the Sales, without the need to seek separate Court approval of each individual sale, will be the most efficient procedure for maximizing proceeds for the Assets.

The Sales of Assets Should Be Free and Clear

23. The Debtors submit that it is appropriate that the Assets be sold free and clear of liens, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances, or interests attaching to the sale proceeds thereof. Section 363(f) of the Bankruptcy Code provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) is stated in the disjunctive, when selling property of the estate it is only necessary to meet one of the five conditions of that section. 11 U.S.C. § 363(f). See *In re Kellstrom Indus. Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“Section 363(f) is written in the disjunctive, not the conjunctive. Therefore, if any of the five conditions is met, the debtor has the authority to conduct the sale free and clear of all liens.” citing *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988)).

24. The Debtors are not aware of any liens or encumbrances on the Assets. But with respect to any party asserting a lien, claim encumbrance, or other interest against the Assets, the Debtors anticipate that they will be able to satisfy one or more of the conditions set forth in section 363(f). Thus, the sale of the Assets free and clear of liens, claims, encumbrances, and other interests will satisfy the statutory prerequisites of section 363(f) of the Bankruptcy Code.

Waiver of Bankruptcy Rule 6004(h)

25. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” FED. R. BANKR. P. 6004(h). The Debtors seek to sell the Assets as quickly as possible to avoid additional operating and administrative expenses. In light of the

foregoing, the Debtors requests that any order approving the retention of Great American and the Auction Procedures be effective immediately by providing that the 14-day stay is waived.

Jurisdiction

26. 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

27. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Application will be provided to (i) 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) Great American; 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 Application is required.

No Previous Request

28. 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 grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: April 19, 2010
Wilmington, Delaware

Advanta Corp.

By: /s/ William A. Rosoff
Name: William A. Rosoff
Title: President and Vice Chairman of the Board

EXHIBIT A

Mark P. Naughton Declaration

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

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

**DECLARATION OF MARK P. NAUGHTON IN SUPPORT OF THE
DEBTORS' APPLICATION FOR AN ORDER
AUTHORIZING EMPLOYMENT AND RETENTION OF
GREAT AMERICAN GROUP, LLC AS AUCTIONEER FOR
THE DEBTORS *NUNC PRO TUNC* TO APRIL 19, 2010**

Mark P. Naughton, pursuant to 28 U.S.C. § 1746, hereby declares under penalty of perjury as follows:

1. I am a Senior Vice President and General Counsel of Great American Group, LLC ("Great American") with offices located at Nine Parkway North, Suite 300, Deerfield, Illinois 60015.
2. The above-captioned debtors (the "Debtors") have requested that Great American provide auctioneer services to the Debtors pursuant to an Auctioneer Retention Agreement (the "Auctioneer Agreement") with regard to a liquidation of certain of the assets of the Debtors.
3. Great American is one of the country's leading asset disposition and valuation firms. I believe that Great American is well qualified to act as the Debtors' auctioneer in these chapter 11 cases.

4. To the best of my knowledge, information, and belief, based on reasonable inquiry, (i) neither I, Great American, or the other principals and directors of Great American (the "Great American Principals") that are anticipated to provide services to the Debtors in these chapter 11 cases, nor the employees of Great American who are anticipated to provide such services, hold or represent any interest adverse to any of the Debtors with respect to the matters on which Great American is to be retained in these chapter 11 cases; and (ii) Great American and the Great American Principals have no relationship to the Debtors, any of the Debtors' significant creditors, other parties-in-interest, the United States trustee, or any person employed by the office of the United States trustee, or to the attorneys or other professionals that are known to be assisting the Debtors in these chapter 11 cases, except as is described below.

5. As described in more detail below, Great American has undertaken an internal search to determine whether it is or has been retained by or had other relationships with any entities that were listed on schedules provided to Great American by the Debtors in connection with these chapter 11 cases.

6. To check upon and disclose possible relationships with parties-in-interest in these cases, Great American performed reasonable due diligence to determine whether it had any relationships with the entities that were listed on schedules provided to Great American by the Debtors. Despite the efforts described above to identify and disclose Great American's connections with parties-in-interest in these chapter 11 cases, because the Debtors are a large enterprise, Great American is unable to state with certainty that every client relationship or other connection has been disclosed.

In this regard, if Great American discovers additional material information that it determines requires disclosure, it will promptly file a supplemental disclosure with this Court.

7. From the internal search, Great American has determined that the following relationships should be disclosed:

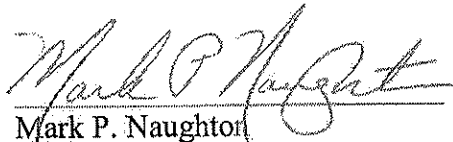
- Debtor's counsel, Weil, Gotshal & Manges, LLP ("Weil"), has represented Great American in the past on matters unrelated to these cases. Weil is not representing Great American at this time and has never represented Great American in any way related to these Debtors.
- Great American Appraisal & Valuation Services, LLC, a division of Great American Group, LLC, has provided appraisal and related services on matters unrelated to the Debtors or these cases to General Electric Capital Corp., Deutsche Bank and Bank of New York, each of which is represented to be a creditor of the Debtors.

8. Except as may be disclosed herein, to the best of my knowledge, Great American and the Great American Principals do not hold or represent any interest adverse to the Debtors, or their estates, and I believe that Great American and the Great American Principals are "disinterested persons" as that term is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code.

9. In light of the nature of its proposed engagement, Great American will not be billing the Debtors by the hour and will not be keeping records of time spent for professional services rendered in these chapter 11 cases. However, within thirty (30) days of the earlier of (i) the completion of the last Sale (as defined in the Auctioneer Agreement) and (ii) the Sale Termination Date (as defined in the Auctioneer Agreement), Great American will provide to the Debtors for filing with the Court a summary of the Sale Proceeds (as defined in the Auctioneer Agreement) realized and amounts paid or to

be paid by the Debtors to Great American pursuant to the Auctioneer Agreement (the "Expense Summary"). The Expense Summary will be subject to review pursuant to section 330 of the Bankruptcy Code.

10. Great American has received no promises regarding compensation in these cases other than in accordance with the Bankruptcy Code and as set forth in this Declaration. Great American has no agreement with any non-affiliated entity to share any compensation earned in these cases.



Mark P. Naughton
Senior Vice President and General Counsel

EXHIBIT B

Engagement Letter

AUCTIONEER RETENTION AGREEMENT

This Auctioneer Retention Agreement, dated as of April 19, 2010 (together with all Schedules, Exhibits and attachments hereto, collectively, the "Agreement"), is made by and between Great American Group, LLC, a California limited liability corporation, with a principal place of business at 21860 Burbank Blvd., Woodland Hills, CA 91367 (the "Auctioneer"), and Advanta Corp. and its debtor affiliates in the Bankruptcy Cases (as defined below) (collectively, the "Debtors").

WITNESSETH:

WHEREAS, the Debtors filed voluntary bankruptcy petitions for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on November 8, 2009 and November 20, 2009;

WHEREAS, the Debtors' bankruptcy cases are pending before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and are being jointly administered under case number 09-13931 (collectively, the "Bankruptcy Cases");

WHEREAS, the Debtors desire to retain Auctioneer to conduct one or more public sales of the Assets (as defined below) located at five separate Facilities (as defined below); and

WHEREAS, Auctioneer is willing to serve as the Debtors' auctioneer and will conduct the Sales (as defined below) upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, the terms listed below shall have the respective meanings indicated:

1.1 "Assets" shall mean the personal property located at the Facilities belonging to the Debtors or any of their affiliates (other than Advanta Bank Corp. and Advanta Bank) (collectively, the "Debtor Parties"), but shall specifically exclude Excluded Assets. For the avoidance of doubt, Assets do not include property belonging to any landlord (as identified prior to any Sale by the Debtors), property belonging to any entity that is not a Debtor Party (as identified prior to any Sale by the Debtors), any non-removable fixtures, and fixtures that cannot be removed without causing damage to the Facilities.

1.2 "Excluded Assets" shall mean those items set forth on **Exhibit A** hereto and any items that the Debtors may add to **Exhibit A** after the execution of this Agreement, but in no event later than two weeks prior to the applicable Sale.

1.3 "Facilities" shall mean, collectively, the facilities located at 700 Dresher Road, Horsham, Pennsylvania ("Dresher"), 417 Caredean Drive, Suites C & D, Horsham, Pennsylvania ("Babylon"), Welsh and McKean Road, Spring House, Pennsylvania ("Spring House"), and the Herman Miller/Spectrum storage facility in Oaks, Pennsylvania (the "Warehouse").

1.4 "Sales" shall mean one or more combined live onsite and webcast auction sales, whether on the same or multiple dates, of the Assets to be conducted by Auctioneer on behalf of the Debtors. The Debtors shall within thirty (30) days following the execution of this Agreement identify the facilities in which the Sales may be conducted.

1.5 "Sale Expenses" shall mean, with respect to the Sales, direct operating expenses incurred in connection with the Sale; and shall include marketing and advertising, an auction supervisor, auction crew, travel, webcast expenses and certain miscellaneous expenses. A draft budget of Sales Expenses is attached as **Exhibit B** hereto.

1.6 "Sale Termination Date" shall mean ninety (90) days after the later of the entry of the Approval Order or the date on which Auctioneer is given access to the Facilities, unless otherwise mutually agreed by Auctioneer and the Debtors.

1.7 "Services" shall mean the services to be performed by Auctioneer pursuant to Section 2.2 of this Agreement.

2. RETENTION

2.1 The Debtors retain Auctioneer, and Auctioneer agrees to conduct the Sales, upon the terms set forth herein. With respect to the Sales, the Auctioneer shall serve as the Debtors' sole and exclusive auctioneer with respect to the Assets through the Sale Termination Date.

2.2 On the terms and conditions set forth herein, Auctioneer shall provide the Debtors with the following Services with respect to the conduct of the Sales:

- (i) conduct the Sales and offer the Assets for sale as further described herein;
- (ii) use best efforts to conduct the Sales on dates to be agreed upon with the Debtors;
- (iii) oversee the removal (which removal shall be at no cost to the Debtors) from the Facilities of the Assets that were sold; provided however, that the Auctioneer shall leave at the Facilities (at no cost and with no further obligation to Auctioneer) any Assets that have not been sold or removed by the purchaser by the Sale Termination Date.
- (iii) determine and implement appropriate advertising to sell the Assets prior to the Sale Termination Date;

- (iv) provide such other related services deemed necessary or prudent by the Debtors and Auctioneer under the circumstances giving rise to the Sales; and
- (v) provide the Debtors with reporting and reconciliation of all accounting information in form reasonably acceptable to the Debtors within fifteen (15) business days following Sale.

2.3 All sales of Assets shall be made by Auctioneer as agent in fact for the Debtors.

2.4 Except as set forth in this Agreement, Auctioneer shall be the sole party authorized to sell the Assets. The Assets will be sold in such lots as the Auctioneer may determine. Auctioneer shall determine the lots using its expert knowledge with the sole purpose of maximizing the value of the Assets for the Debtors. The Debtors have the right to set reserve prices for any lot containing artwork as they deem appropriate, in their sole discretion.

2.5 Auctioneer shall sell the Assets “as is”, without any representations of any kind or nature whatsoever, including as to merchantability or fitness for a particular purpose and without warranty or agreement as to the condition of such Assets. Auctioneer is acting solely in the capacity of agent for the Debtors and has no knowledge with respect to the fitness or usability of any of the Assets.

2.6 Auctioneer acknowledges that, if deemed appropriate by the Debtors and the Auctioneer, certain Assets may be sold before the applicable Sale pursuant to the *Order Pursuant to Section 105(a), 363(b), and 554 of the Bankruptcy Code Approving Procedures to Sell, Abandon or Otherwise Dispose of De Minimis Assets Free and Clear of Liens, Claims, and Encumbrances Without Further Court Approval*, entered by the Bankruptcy Court on February 4, 2010 (the “De Minimis Sale Order”). In such event, the Auctioneer agrees to work with the Debtors to make sure any such sale complies with the notice and other requirements of the De Minimis Sale Order.

3. AUCTIONEER'S FEES; EXPENSES

3.1 The Debtors shall reimburse the Auctioneer for all reasonable Sale Expenses up to a maximum of \$130,000 in the aggregate. Without limiting or modifying the foregoing, Auctioneer shall have no responsibility for the occupancy expenses related to any of the Facilities.

3.2 The proceeds of the Sales shall be deposited into a segregated sale proceeds account (or accounts) (each, a “Sale Proceeds Account”). As soon as practicable, but in no event later than three (3) business days prior to the applicable Sale, the Auctioneer shall provide the Debtors an inventory of the Assets to be sold at such Sale (the “Inventory List”). Thereafter, the Debtors shall identify prior to each Sale which Debtor owns each Asset on the relevant Inventory List and, provided the Debtors do so, then Auctioneer shall account to the Debtors as to the amount of gross proceeds attributable to each Debtor from each Sale. Auctioneer may withdraw proceeds from the Sale Proceeds Accounts to reimburse reasonable Sale Expenses that are

attributable to the relevant Debtor, and such Sale Expenses shall be allocated pro rata to each Debtor based upon the revenue from the sale of the Assets of each such Debtor as a percentage of the overall sales. Within fifteen (15) days following the completion of the applicable Sale, Auctioneer shall provide the Debtors with a preliminary accounting of the Sale income and expenses. Within thirty (30) days of the completion of the applicable Sale, Auctioneer shall provide the Debtors with a final accounting of the Sale income and expenses from such Sale and shall remit to the Debtors the balance of the applicable Sale Proceeds Account.

3.3 Auctioneer shall be entitled to charge and retain a reasonable buyer's premium of up to twelve per cent (12%) to all purchasers on site and fifteen per cent (15%) to any purchasers on the internet.

3.4 Auctioneer shall not be required to file formal applications for approval of its compensation and reimbursement of expenses; provided, however, that within thirty (30) days of the earlier of (i) the completion of the last Sale and (ii) the Sale Termination Date, the Auctioneer shall provide to the Debtors for filing with the court a detailed breakdown of the Sale Proceeds realized and amounts paid or to be paid by the Debtors and purchasers to the Auctioneer pursuant to this Agreement (the "Proceeds Breakdown"). The Proceeds Breakdown shall be subject to review pursuant to section 330 of the Bankruptcy Code.

4. REPRESENTATIONS AND WARRANTIES OF AUCTIONEER

4.1 Auctioneer hereby represents, warrants and covenants in favor of the Debtors as follows:

- (a) Auctioneer has taken all necessary action required to authorize the execution, performance and delivery of this Agreement, and to consummate the transactions contemplated hereby;
- (b) Subject to the entry of the Approval Order, this Agreement is a valid binding obligation of Auctioneer enforceable in accordance with its terms;
- (c) To the best of Auctioneer's knowledge, no action or proceeding has been instituted or threatened affecting the consummation of this Agreement or the transactions contemplated herein; and
- (d) The budget and staffing proposed by Auctioneer are appropriate and reasonable under the circumstances for Auctioneer to satisfy its obligations under this Agreement and maximize the value realized from the Sale.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTORS

5.1 The Debtors hereby represent, warrant and covenant in favor of Auctioneer as follows:

- (a) Subject to the entry of the Approval Order, the Debtors have good and valid authority to consummate the transactions contemplated hereby, including to conduct the Sales;
- (b) Subject to the entry of the Approval Order, the Debtors have authority to sell the Assets to the general public free and clear of any liens, claims or encumbrances;
- (c) No action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or government body has been instituted by or against the Debtors or has been settled or resolved, or to the Debtors' knowledge is threatened against the Debtors or the Debtors' business or properties, that questions the validity of this Agreement or that, if adversely determined, would adversely affect the conduct of the Sales; and
- (d) No parties have recorded liens against the Assets.

6. AFFIRMATIVE DUTIES OF AUCTIONEER

6.1 Auctioneer shall reimburse, indemnify, defend and hold the Debtors, as well as its agents and employees, harmless from and against any and all known or unknown losses, damages (including without limitation, any personal injury, death or property damages), liabilities, claims, actions, judgments, penalties and fines, court costs and legal or other expenses, or any claim or action therefore, by or on behalf of any person, which the Debtors may incur as a direct or indirect result of: (i) Auctioneer's breach of this Agreement or any of its representations or warranties hereunder; (ii) any claims asserted by Auctioneer's employees or agents, including Auctioneer's employees' or agents' payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), or unemployment compensation claims; and (iii) grossly negligent or intentional acts or omissions of Auctioneer or its agents, employees, representatives or principals in connection with the Sales or this Agreement.

6.2 Subject to the obligation to provide access to the facilities at which any of the Sales are to be conducted, as provided below, and without altering Auctioneer's obligation to leave unsold Assets at such facilities (at no cost and with no further obligation to Auctioneer) as provided above, Auctioneer shall cause the Assets sold pursuant to this Agreement to be removed at the purchasers' cost from the facilities at which the Sales are conducted and Auctioneer shall oversee such removal to minimize casualty to the Facilities or Excluded Assets and to ensure that no Assets are removed without the Debtors' consent from the Facilities other than those purchased through Auctioneer at the Sale. Neither the Auctioneer nor anyone claiming through Auctioneer shall have responsibility or liability for any actions taken by the Debtors with respect to the Assets not sold during the Sales.

6.3 Auctioneer shall prepare, on behalf of the Debtors with the Debtors' reasonable assistance and subject to approval by the Debtors' counsel, all reporting forms, certificates, reports and other documentation required in connection with the payment of any applicable sales taxes to the appropriate taxing authorities and Auctioneer shall process all of the foregoing with

Debtors' reasonable assistance. Auctioneer, on behalf of the Debtors, shall pay the same to the appropriate taxing authorities in accordance with applicable law.

7. AFFIRMATIVE DUTIES OF THE DEBTORS

7.1 Subject to entry of the Approval Order, the Debtors shall and hereby agree to defend, indemnify, and hold harmless Auctioneer and its agents, employees, and principals from any and all known or unknown losses, damages (including without limitation, any personal injury, death or property damage), liabilities, claims, actions, judgments, penalties and fines, court costs and legal or other expenses (collectively, "Damages") which the Auctioneer may incur as a direct or indirect consequence in whole or in part of: (i) any defect or failure not caused by the negligent and/or intentional misconduct of Auctioneer in product design or materials or storage, manufacture, distribution, sale or use by any person or entity of any product or goods; (ii) the Debtors' failure to pay over to the appropriate taxing authority any taxes required to be paid by the Debtors during the Sale term in accordance with applicable law; (iii) grossly negligent or intentional acts or omissions of the Debtors or their agents (other than the Auctioneer), employees, and representatives in connection with the Sales; (iv) liens, claims, interests and encumbrances asserted against the Assets; and/or (v) any claim with regard to merchantability or use of the Assets, provided, however, that such claim is not based upon any statements by the Auctioneer or its agents or employees giving rise to the belief in a buyer that the purchased assets are subject to warranty of merchantability or use for a particular purpose. Notwithstanding anything herein to the contrary, the Debtors shall have no liability to the Auctioneer hereunder for any Damages the Auctioneer or its agents, employees, and principals may incur as a result of gross negligence or willful misconduct of the Auctioneer or its agents, employees, and principals.

7.2 Subject to entry of the Approval Order, notwithstanding anything to the contrary in an applicable lease, the Auctioneer shall have, for the necessary period, access to, and the right to use, any Facility in which the Sales are to be conducted for the purpose of conducting the Sales and removal of the purchased Assets from such Facility; provided, however, that the Auctioneer acknowledges that prior to the applicable Sale, the Debtors may move Assets at the Debtors' sole cost from one Facility to either another Facility or a different location for purposes of conducting such Sale. The Debtors shall use reasonable efforts to ensure, at no expense to the Auctioneer, that elevators, air conditioning systems and any other reasonably necessary mechanical devices are in working order at any facility in which Sales are to be conducted, as necessary for the conduct of the Sales and the removal of the purchased Assets from such facility.

7.3 Upon the sale of a vehicle pursuant to this Agreement, the Debtors shall deliver the corresponding vehicle title.

8. DEFAULTS

8.1 The following shall constitute "Events of Default" hereunder:

- (a) The failure by Auctioneer or the Debtors to perform any of the respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party;
- (b) Any representation or warranty made by the Debtors or Auctioneer proves untrue in any material respect as of the date made and through the Sale Termination Date; or
- (c) Any of the Sales are terminated, materially interrupted or impaired for any reason other than (i) an Event of Default by Auctioneer; (ii) any other material breach or action by Auctioneer not authorized hereunder; (iii) the rejection of a lease for a particular Facility by the Debtors in the Bankruptcy Court, provided that such rejection is consistent with the proviso in Paragraph 7.2; or (iv) an act of God or event of force majeure caused by conditions or circumstances beyond the reasonable control of a party whose performance is affected.

8.2 In the event of an Event of Default, the non-defaulting party may, in its discretion, elect to terminate this Agreement upon seven (7) business day's written notice to the other party. In the event of termination of this Agreement by the non-defaulting party, Auctioneer shall be entitled to reimbursement of its actual expenses incurred from the date of this Agreement through the date of such termination.

9. MISCELLANEOUS

9.1 Any notice or other communication under this Agreement shall be in writing and may be delivered personally or sent by facsimile or by prepaid registered or certified mail, addressed as follows:

- (i) in the case of Auctioneer:

Great American Group
Nine Parkway North, Suite 300
Deerfield, IL 60015
Attn: Mark P. Naughton
Senior Vice President/General Counsel
Fax: (847) 444-1401
e-mail: mnaughton@greatamerican.com

- (ii) in the case of the Debtors:

c/o Advanta Corp.
Welsh and McKean Road
P.O. Box 844
Spring House, PA 19477
Attn: Donna Broker Epstein

Vice President, Corporate Administration

With a copy to:
Robert J. Lemons
Weil, Gotshal & Manges, LLP
767 Fifth Avenue
New York, NY 10153
Fax: (212) 310-8007
e-mail: Robert.Lemons@weil.com

9.2 This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Delaware, without reference to any conflict of laws provisions.

9.3 In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect.

9.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by the Debtors and Auctioneer.

9.5 Neither the Debtors nor Auctioneer shall assign this Agreement without the express written consent of the other. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

9.6 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Delivery by facsimile of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

9.7 Nothing contained hereof shall be deemed to create any relationship between Auctioneer and the Debtors other than the consulting relationship provided herein. It is stipulated that the parties are not partners or joint venturers.

9.8 Auctioneer represents and warrants that it maintains and will maintain casualty general liability insurance of not less than \$2 million. The Debtors represent and warrant that they maintain and will continue to maintain property coverage on the Assets and the Facilities through the earlier of (i) the Sale Termination Date and (ii) rejection of the lease for a particular Facility. The Debtors shall provide to Auctioneer proof of said property coverage. Auctioneer shall provide to Debtors prior to any sale a certificate of insurance naming Debtors as an additional insured.

9.9 The effectiveness of this Agreement is directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by the applicable party:

- (a) All representations and warranties of Auctioneer and the Debtors hereunder shall be true and correct in all material respects, and no Event of Default shall have occurred as of the date hereof and as of the date of entry of the Approval Order; and
- (b) The Bankruptcy Court shall have entered an order(s) (the "Approval Order") authorizing the Debtors to retain Auctioneer upon the terms set forth herein *nunc pro tunc* to the date of this Agreement, authorizing the Sales of the Assets free and clear of any liens, claims or encumbrances, and authorizing the payment of Auctioneer's fee and the reimbursement of expenses as provided herein by no later than May 13, 2010.

GREAT AMERICAN GROUP, LLC

By: /s/ Mark P. Naughton

Its: Senior VP/General Counsel

ADVANTA CORPORATION

By: /s/ Jay A. Dubow

Its: Senior VP/General Counsel

Exhibit A

[TO BE PROVIDED]

Exhibit B

Budget of Sale Expenses

| | | |
|--|----|---------------|
| Marketing and Advertising | \$ | 30,500 |
| GAG Liquidation/Auction Site Supervisors | | 35,000 |
| Support & Temporary Personnel | | 12,000 |
| Auction Staffing, Security, Accounting, Etc. | | 5,000 |
| Misc., Supplies, Catalogs, Fed Ex., Etc. | | 9,500 |
| Travel & Miscellaneous | | 20,000 |
| On-Line Services | | <u>18,000</u> |
| Total Estimated Expenses | \$ | 130,000 |

EXHIBIT C

Proposed Order

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

**ORDER (I) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF GREAT AMERICAN GROUP, LLC AS THE
EXCLUSIVE SALES AGENT FOR SALE OF CERTAIN PERSONAL
PROPERTY *NUNC PRO TUNC* TO APRIL 19, 2010 AND (II) APPROVING
THE SALE OF SUCH PERSONAL PROPERTY BY AUCTION**

Upon the application and motion, dated April 19, 2010 (the “*Application*”), of Advanta Corp. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases, pursuant to sections 327(a), 328, and 363 of title 11 of the United States Code (the “*Bankruptcy Code*”), (i) authorizing the Debtors to retain and employ Great American Group, LLC (“*Great American*”) as the exclusive sales agent to sell the Assets², pursuant to the terms as set forth in the engagement letter between the Debtors and Great American, dated April 19, 2010 (the “*Engagement Letter*”) and (ii) approving the sale of the Assets by auction, all as more fully described 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

¹ The Debtors in these cases 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).

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

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, their estates and their creditors; 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 to the extent provided herein; and it is further

ORDERED that the terms of the Engagement Letter are approved and the Debtors are authorized to employ and retain Great American as sales agent, all as contemplated by the Application; and it is further

ORDERED that Great American is authorized to act as the exclusive sales agent with respect to the Assets pursuant to the terms set forth in the Engagement Letter; and it is further

ORDERED that the Debtors are authorized to supplement or amend the list of Excluded Assets pursuant to the procedures set forth in the Engagement Letter; and it is further

ORDERED that Great American is authorized to perform the Services, as set forth in the Engagement Letter; and it is further

ORDERED that the Debtors are authorized to compensate Great American in accordance with the terms and conditions set forth in the Engagement Letter; and it is further

ORDERED that the requirement to submit periodic fee applications pursuant to

sections 330 and 331 of the Bankruptcy Code is waived and Great American shall not be required to keep records of time spent for professional services rendered in these chapter 11 cases; and it is further

ORDERED that within thirty (30) days of the earlier of (i) the completion of the last Auction and (ii) the Sale Termination Date (as defined in the Engagement Letter), Great American shall provide to the Debtors an Expense Summary for filing with the Court, which Expense Summary shall be subject to review pursuant to section 330 of the Bankruptcy Code; and it is further

ORDERED that the indemnification obligations of the Debtors as set forth in section 7.1 of the Engagement Letter are approved, subject during the pendency of these chapter 11 cases to the following:

- a. Great American shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- b. The Debtors shall have no obligation to indemnify Great American, or provide contribution or reimbursement to Great American, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Great American's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of Great American's contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to Great American's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which Great American should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, Great American 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 Letter (as modified by this Order), including without limitation the advancement of defense costs, Great American must file an application therefore in this Court, and the Debtors may not pay any such amounts to Great American 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 Great American for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Great American. All parties in interest shall retain the right to object to any demand by Great American for indemnification, contribution or reimbursement; and

- d. Any limitation of liability or limitation on any amounts to be contributed by the parties to the Engagement Letter under the terms of the Engagement Letter shall be eliminated; and it is further

ORDERED that notice of the Application as provided herein shall be deemed good and sufficient notice of the Application; and it is further

ORDERED that the sale of the Assets pursuant to the procedures outlined in the Application is authorized and the Assets may be sold at the Auctions without any further order of the Court; and it is further

ORDERED that all Assets sold at the Auctions shall be sold free and clear of liens, claims and encumbrances, with any such liens, claims, encumbrances, or interests attaching to the sale proceeds thereof, in all cases without need for further order of this Court; and it is further

ORDERED that the Assets shall be sold on an "as is" and "where is" basis, without any representations of any kind, including as to merchantability or fitness for a particular purpose and without warranty or agreement as to the condition of the Assets; and it is further

ORDERED that no bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the Auctions; and it is further

ORDERED that, to the extent that this Order is inconsistent with the Engagement

Letter, this Order shall govern; and it is further

ORDERED that the 14-day stay under Bankruptcy Rule 6004(h) is waived; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: May _____, 2010
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE

**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 :
: **Hearing Date: May 10, 2010 at 1:30 p.m.**
: **Objection Deadline: May 3, 2010 at 4:00 p.m.**
-----X

NOTICE OF APPLICATION AND HEARING

PLEASE TAKE NOTICE that, on April 19, 2010, Advanta Corp. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), filed the **Application for Authorization to Employ and Retain Great American Group, LLC as the Exclusive Sales Agent for Sale of Certain Personal Property *Nunc Pro Tunc* to April 19, 2010, and Motion for Approval of the Sale of Such Personal Property by Auction** (the “*Application*”) with the United 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

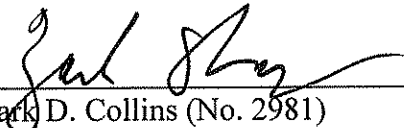
¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta 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. 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.

and received by the undersigned counsel for the Debtors on or before **May 3, 2010 at 4:00 p.m. (Eastern Daylight Time)**.

PLEASE TAKE FURTHER NOTICE that if any objections to the Application are timely-filed, served and received and such objections are not otherwise 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 **May 10, 2010 at 1:30 p.m. (Eastern Daylight 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: April 19, 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.
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- and -

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Facsimile: (212) 310-8007

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION