

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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	:	
<i>In re</i>	:	Chapter 11
	:	
ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-_____ ()
	:	
Debtors. ¹	:	(Joint Administration Requested)
	:	
-----X		

**DEBTORS' APPLICATION FOR AUTHORITY TO (I) EMPLOY
AND RETAIN THE GARDEN CITY GROUP, INC. AS CLAIMS
AND NOTICING AGENT FOR THE DEBTORS AND (II) APPOINT
THE GARDEN CITY GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

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

Relief Requested

1. By this application (the "*Application*"), the Debtors request, pursuant to section 156(c) of title 28 of the United States Code ("*Section 156(c)*"), Rule 2002 of the

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Each of the Debtors (other than the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. The Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors' business and the background relating to events leading up to these chapter 11 cases can be found in the Declaration of William A. Rosoff in Support of the Debtors' Chapter 11 Petitions and First-Day Motions, filed on November 8, 2009 (the "*Rosoff Declaration*"), the date the Debtors filed their petitions (the "*Commencement Date*") under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"). As of the Commencement Date, 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, a motion, pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*") for joint administration of the Debtors' Reorganization Cases is pending before the Court.

Bankruptcy Rules, and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), entry of the proposed order substantially in the form attached hereto as Exhibit “C,” appointing The Garden City Group, Inc. (“**GCG**”) as the official notice, claims, and balloting agent (“**Claims Agent**”) in these chapter 11 cases, *nunc pro tunc* to the Commencement Date and in accordance with the terms and conditions of that certain Bankruptcy Administration Agreement, dated October 9, 2009, a copy of which is annexed hereto as Exhibit “A” (the “**GCG Agreement**”). In support of this Application, the Debtors rely upon the Declaration of Jeffrey S. Stein (the “**Stein Declaration**”), a copy of which is attached hereto as Exhibit “B” and the Rosoff Declaration.

Basis For Relief

2. Section 156(c), which governs the staffing and expenses of this Court, authorizes the Court to use facilities other than those of the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware (the “**Clerk’s Office**”) while administering these chapter 11 cases. Specifically, Section 156(c) provides:

[a]ny court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estates and are not charged to the United States.

28 U.S.C. § 156(c). There are thousands of creditors and other parties in interest in these chapter 11 cases. The distribution of notices and the processing of claims will be unduly burdensome on the Clerk’s Office.

3. GCG is a nationally recognized specialist in chapter 11 case administration and has served, or is currently serving, as the Claims Agent in numerous chapter 11 cases throughout the United States, including the following cases in the District of Delaware:

In re: R.H. Donnelley Corp., et al., Case No. 09-11833 (KG); In re: Catholic Diocese of Wilmington, Case No. 09-13560 (CSS); In re: RathGibson, Inc., et al., Case No. 09-12452; In re: White Energy, Inc., Case No. 09-11601 (CSS); In re: Trident Resources Corp., et al., Case No. 09-13150 (MFW); In re: Building Materials Holding Corporation, et al., Case No. 09-12074 (KJC); In re: Aventine Renewable Energy Holdings, Inc., et al., Case No. 09-11214 (KG); In re: Foooothills Texas, Inc., et al., Case No. 09-10452 (CSS); In re: Nailite International, Inc., Case No. 09-10526 (MFW); In re: Comfort Co., Inc., et al., Case No. 08-12305 (MFW); In re: VI Acquisition Corp., et al., Case No. 08-10623 (KG); In re: DG Liquidation Corp., et al., Case No. 08-10601 (CSS); In re: Jancor Companies, Inc., et al., Case No. 08-12556 (MFW); In re: ProRhythm, Inc., Case No. 07-11861 (KJC); In re: Magnatrax Corp., Case No. 03-11402 (PJW); In re: ACandS, Inc., Case No. 02-12687 (RJN); and In re: Federal-Mogul Global, Inc., Case No. 01-10578 (RTL).

4. As set forth more fully in the Stein Declaration, GCG is fully equipped to handle the volume of mailing involved in properly sending required legal notices, processing the claims of creditors and other interested parties in these chapter 11 cases, and providing expertise on the solicitation, balloting, and tabulation of votes in connection with confirming a plan of reorganization.

5. Accordingly, the Debtors submit that the retention of GCG as Claims Agent promotes the efficient administration of these chapter 11 cases, relieves the Court and the Clerk's Office of administrative burdens, and, therefore, is in the best interests of the Debtors, their estates, and all parties in interest.

Proposed Scope Of Services

6. GCG, at the request of the Debtors, the Court, or the Clerk's Office, may perform claims, noticing, balloting, and other tasks relating to the maintenance of the official

claims register (the “*Claims Register*”) in accordance with the terms and conditions set forth in the GCG Agreement, including, without limitation:

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

Terms Of Retention

7. The Debtors propose to retain GCG on the terms and conditions set forth in the GCG Agreement attached as Exhibit “A” to this Application. The Debtors propose that the cost of GCG’s services be paid from the Debtors’ estates as provided by Section 156(c) and section 503(b)(1)(A) of the Bankruptcy Code. The Debtors believe that the proposed rates to be charged by GCG are reasonable, appropriate, and competitive for services of this nature and

GCG's prior bankruptcy expertise. Prior to the Commencement Date, the Debtors paid GCG a \$50,000 retainer.

8. In an effort to reduce the administrative expenses related to GCG's retention, the Debtors request authority to pay GCG's undisputed fees and expenses as an administrative expense of the Debtors' estates in the ordinary course of business, without the filing of formal fee applications in accordance with the provisions of the GCG Agreement and without prejudice to the Debtors' right to dispute any invoices or charges.

9. In the event that GCG's services are terminated, GCG will continue to perform its duties until a complete transition of such duties to the Clerk's Office or any successor claims/noticing agent.

10. In the event GCG is unable to provide the services set out in the GCG Agreement or any order approving this Application, GCG will immediately notify the Clerk's Office and Debtors' counsel and cause to have all original proofs of claim and computer information turned over to another claims agent with the advice and consent of the Clerk's Office and Debtors' counsel.

GCG's Disinterestedness

11. To the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Stein Declaration, GCG has represented that it neither holds nor represents any interest adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. GCG will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure. There are no outstanding prepetition amounts owed to GCG.

Jurisdiction

12. 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

13. 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) the Debtors' 30 largest unsecured creditors (on a consolidated basis); and (iii) Bank of New York Mellon as trustee under the Note Program Indenture and 8.99% Indenture (both as defined in the Rosoff Declaration) (collectively, the "Notice Parties"). As this Motion is seeking first-day relief, notice of this Motion and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). Due to the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

No Previous Request

14. 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: November 8, 2009
Wilmington, Delaware

ADVANTA CORP.

By: 

Name: William A. Rosoff

Title: President and Vice Chairman of the
Board

[Garden City Group Retention Application]

Exhibit A
GCG Agreement



BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of October 9, 2009 (the "Agreement"), is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and Advanta Corp., a Delaware corporation, as representative of any and all of its subsidiary and affiliated debtors (collectively, the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing and balloting administration services for the Clients in their Chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the District of Delaware (such Court or such other Bankruptcy Court where said case may actually be filed in lieu thereof, the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. The Clients agree to pay the Company a retainer of \$50,000 to be applied first against the pre-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company and then against the first bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company.



The Garden City Group, Inc.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Clients for their fees and expenses on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).



The Garden City Group, Inc.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information it submits to the Company (including all information for schedule and statement preparation) and for the output of such information. The Company may undertake to place that data and information into certain systems and programs, including in connection with the generation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.



The Garden City Group, Inc.

6.2 Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Indemnification. Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any Losses incurred by the Company arising out of or in connection with or related to (a) any gross negligence or willful misconduct by Clients, their employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendition of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services. Notwithstanding any provision in the Application or the Agreement to the contrary, the Clients have no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company's gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Application and this Agreement, as modified by the Order. If, before the earlier of (a) the entry of an order confirming a Chapter 11 plan in this case (that Order having become a final order no longer subject to appeal), and (b) the entry of an Order closing this Chapter 11 case, the Company believes that it is entitled to the payment of any amounts by the Clients on account of the Clients' indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Company must file an application therefore in the Bankruptcy Court, and the Clients may not pay any such amounts to the Company before the entry of an Order approving the payment.



The Garden City Group, Inc.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attention: Robert J. Lemons, Esq.

11. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

13. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

ADVANTA CORP.
(as representative of all Clients)

By: J.A. De
Name: Jay A. Debow
Title: Senior Vice President

THE GARDEN CITY GROUP, INC.

By: Jeffrey S. Stein
Name: Jeffrey S. Stein
Title: Vice President

Exhibit B

Stein Declaration

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**DECLARATION OF JEFFREY S. STEIN IN SUPPORT
OF THE DEBTORS' APPLICATION FOR AUTHORITY TO
(I) EMPLOY AND RETAIN THE GARDEN CITY GROUP, INC.
AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS AND (II) APPOINT
THE GARDEN CITY GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

I, Jeffrey S. Stein, pursuant to section 1746 of title 28 of the United States Code,
hereby declare as follows:

1. I am Vice President of Business Reorganizations at The Garden City Group, Inc. ("**GCG**"), which provides chapter 11 claims management, noticing, case administration and related services, and I am authorized to make and submit this declaration on behalf of GCG. I submit this declaration in support of the application (the "**Application**")¹ of the Debtors for entry of an order to employ and retain GCG as claims and noticing agent in connection with the Debtors' chapter 11 cases (the "**Claims Agent**"). The statements contained herein are based upon personal knowledge.

2. The Application and that certain GCG Agreement, a copy of which is attached to the Application as Exhibit "A" and incorporated herein by reference, describe the services GCG proposes to render as the Claims Agent.

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Application.

3. GCG is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, balloting and distribution. GCG is well qualified to provide the Debtors with experienced claims and noticing services in connection with these chapter 11 cases and has a successful history of serving as a claims and noticing agent in cases in several districts, in cases throughout the country including the following cases in the District of Delaware: In re: R.H. Donnelley Corp., et al., Case No. 09-11833 (KG); In re: Catholic Diocese of Wilmington, Case No. 09-13560 (CSS); In re: RathGibson, Inc., et al., Case No. 09-12452; In re: White Energy, Inc., Case No. 09-11601 (CSS); In re: Trident Resources Corp., et al., Case No. 09-13150 (MFW); In re: Building Materials Holding Corporation, et al., Case No. 09-12074 (KJC); In re: Aventine Renewable Energy Holdings, Inc., et al., Case No. 09-11214 (KG); In re: Fooothills Texas, Inc., et al., Case No. 09-10452 (CSS); In re: Nailite International, Inc., Case No. 09-10526 (MFW); In re: Comfort Co., Inc., et al., Case No. 08-12305 (MFW); In re: VI Acquisition Corp., et al., Case No. 08-10623 (KG); In re: DG Liquidation Corp., et al., Case No. 08-10601 (CSS); In re: Jancor Companies, Inc., et al., Case No. 08-12556 (MFW); In re: ProRhythm, Inc., Case No. 07-11861 (KJC); In re: Magnatrax Corp., Case No. 03-11402 (PJW); In re: ACandS, Inc., Case No. 02-12687 (RJN); and In re: Federal-Mogul Global, Inc., Case No. 01-10578 (RTL). Accordingly, I believe GCG is well-qualified to act as the Claims Agent for these cases.

4. The Debtors have selected GCG to serve as Claims Agent for the Debtors' estates, as set forth in more detail in the Application filed contemporaneously herewith. To the best of my knowledge, neither GCG, nor any of its professional personnel, has any relationship with the Debtors that would impair GCG's ability to serve as Claims Agent. Certain of the Debtors were parties to a class action settlement that GCG administered

nearly ten (10) years ago, but such settlement has long concluded and is in no way related to these chapter 11 cases.

5. GCG does have relationships with some of the Debtors' creditors, but they are in matters completely unrelated to these chapter 11 cases, either as a vendor or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator or by providing other administrative services, such as call center work. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator or provides other administrative services has been primarily related to the design and dissemination of legal notice and other administrative functions such as noticing and the provision of call center services.

6. GCG may have past and present relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships are completely unrelated to these chapter 11 cases. I have been advised that two of our Directors, Craig Johnson and Angela Ferrante, are attorneys formerly associated with the Debtors' bankruptcy counsel, Weil, Gotshal & Manges LLP ("*WGM*"). Mr. Johnson and Ms. Ferrante were employed by WGM from October 2001 through September 2005 and October 2000 through May 2003, respectively, and neither Mr. Johnson nor Ms. Ferrante worked on any matters involving these chapter 11 cases while they were employed at WGM. I have also been advised that one of our Bankruptcy Consultants, Patrick Leathem, is an attorney formerly associated with the Debtors' bankruptcy counsel, Richards, Layton & Finger ("*RLF*"), but Mr. Leathem concluded his employment with RLF in 2003 and did not work on any matters involving these chapter 11 cases while at RLF.

7. In addition, GCG personnel may have relationships with some of the Debtors' creditors; however, such relationships are of a personal financial nature and completely unrelated to these chapter 11 cases. GCG has and will continue to represent clients in matters unrelated to these chapter 11 cases and has had and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these cases.

8. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtors in these chapter 11 cases. I have also been advised that KPMG LLP ("*KPMG*") is one of the Debtors' professionals. More than fifteen years ago, certain employees of GCG worked with a practice group at KPMG, which was spun off in 1994 and renamed GCG. From time to time, GCG retains KPMG to provide tax consulting advice in connection with its settlement administrative and related work, which is completely unrelated to these chapter 11 cases.

9. GCG is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of the Debtors' chapter 11 petitions, directors, managers, officers or employees of the Debtors; and
- c. do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

10. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases. GCG may, however, provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

11. GCG represents, among other things, that:

- a. It will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims Agent;
- b. By accepting employment in these chapter 11 cases, GCG waives any right to receive compensation from the United States government;
- c. In its capacity as Claims Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and
- d. GCG will not employ any past or present employees of the Debtors in connection with its work as Claims Agent.

12. GCG will continue to perform the services contemplated by the GCG Agreement in the event that the Debtors' chapter 11 cases are converted to chapter 7 cases. In the event that GCG's services are terminated, GCG shall perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims/noticing agent.

13. GCG will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, GCG will supplement its disclosure to the Court.

14. To date, there are no outstanding amounts owed by the Debtors to GCG.

15. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered in connection with these chapter 11 cases pursuant to the GCG Agreement. Payments are to be based upon the submission to the Debtors by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month. GCG has received a retainer of \$50,000 from the Debtors and will apply same first against all pre-petition fees and expenses and then against the last bill for fees and expenses that GCG will render in these cases.

16. GCG will comply with all requests of the Clerk of the Bankruptcy Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration was executed on October 29, 2009.

The Garden City Group, Inc.

By: Jeffrey S. Stein
Name: Jeffrey S. Stein
Title: Vice President Business
Reorganization
Dated: October 29, 2009

EXHIBIT C

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

	X	
<i>In re</i>	:	Chapter 11
ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-[•] (•)
Debtors. ¹	:	(Joint Administration Requested)

**ORDER GRANTING DEBTORS' APPLICATION FOR AUTHORITY
TO (I) EMPLOY AND RETAIN THE GARDEN CITY GROUP, INC. AS
CLAIMS AND NOTICING AGENT FOR THE DEBTORS AND (II) APPOINT THE
GARDEN CITY GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

Upon the application dated November 8, 2009 (the "**Application**"²), of Advanta Corp. and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"³), pursuant to section 156(c) of title 28 of the United States Code (the "**Section 156(c)**"), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**") authorizing the retention of The Garden City Group, Inc. ("**GCG**") as notice, claims, and balloting agent (the "**Claims Agent**") *nunc pro tunc* to the Commencement Date, as more fully described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328).

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

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

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

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

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

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

- (a) notifying creditors of the setting of the first meeting of creditors pursuant to section 341(a) of the Bankruptcy Code;
- (b) assisting with and maintaining an official copy of the Debtors’ schedules of assets and liabilities and statements of financial

affairs (collectively, the “*Schedules*”), listing the Debtors’ known creditors and the amounts owed thereto;

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

and it is further

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

ORDERED that the Debtors are authorized to pay GCG on a monthly basis, in accordance with the GCG Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by GCG in the prior month and the rates charged for each, and to reimburse GCG for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for GCG to file an application for compensation or reimbursement with the Court; provided, however, that at the time invoices are delivered to the Debtors, GCG shall also serve a copy of the invoices upon the Office of the U.S. Trustee and any statutory committee(s) appointed in the cases; provided further that:

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

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

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

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

ORDERED that GCG will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of Section 156(c); and it is further

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

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

Dated: _____, 2009
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE