

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X		
	:	Chapter 11
<i>In re</i>	:	
	:	Case No. 09-13931 (KJC)
ADVANTA CORP., <i>et al.</i> ,	:	(Jointly Administered)
	:	
Debtors. <sup>1</sup>	:	Re: Docket Nos. 10 & 28
	:	
	:	Obj. Deadline: November 25, 2009 at 4:00 p.m. (ET)
	:	Hearing Date: December 4, 2009 at 11:00 a.m. (ET)
-----X		

**NOTICE OF (1) ENTRY OF "INTERIM ORDER PURSUANT TO SECTIONS 105(A)  
AND 366 OF THE BANKRUPTCY CODE (I) PROHIBITING UTILITIES FROM  
ALTERING, REFUSING, OR DISCONTINUING SERVICE; (II) APPROVING THE  
DEBTORS' PROPOSED ADEQUATE ASSURANCE; AND (III) APPROVING  
PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE  
ASSURANCE;" AND (2) SCHEDULING OF A FINAL HEARING THEREON**

PLEASE TAKE NOTICE that, on November 8, 2009, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the **Motion of Debtors Pursuant to Sections 105(a) and 366 of the Bankruptcy Code for an Interim and Final Order (I) Prohibiting Utilities From Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Adequate Assurance; and (III) Approving Procedures for Resolving Requests for Additional Adequate Assurance** [Docket No. 10] (the "Utilities Motion") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court"). Pursuant to

---

<sup>1</sup> 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.

the Utilities Motion, the Debtors requested the entry of an order (i) prohibiting utility companies from altering, refusing, or discontinuing services to, or discriminating against, the Debtors on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance; (ii) approving the Debtors' proposed adequate assurance; and (iii) approving the Debtors' proposed procedures for resolving any requests for additional assurance. A copy of the Utilities Motion is attached hereto as Exhibit 1.

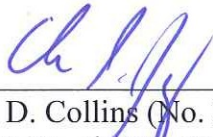
PLEASE TAKE FURTHER NOTICE that, on November 10, 2009, following an initial hearing on the Utilities Motion, the Bankruptcy Court entered the **Interim Order Pursuant to Sections 105(a) and 366 of the Bankruptcy Code (I) Prohibiting Utilities From Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Adequate Assurance; and (III) Approving Procedures for Resolving Requests for Additional Adequate Assurance** [Docket No. 28] (the "Interim Order"). Pursuant to the Interim Order, the Bankruptcy Court granted the relief requested in the Utilities Motion on an interim basis. A copy of the Interim Order is attached hereto as Exhibit 2.

PLEASE TAKE FURTHER NOTICE that objections or responses to the final relief requested in the Utilities Motion, if any, must be made in writing, filed with the Bankruptcy Court, and served so as to be received by: (i) the Debtors, Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844 (Attn: Phil Browne), (ii) the attorneys for the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Robert J. Lemons, Esq., and Jennifer Ganesh), and (b) Richards, Layton & Finger, 920 North King Street, Wilmington, Delaware 19801 (Attn: Chun Jang, Esq.) and (iii) those parties as required by Local Rule 9006-1(c)(ii) on or before **November 25, 2009 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that the final hearing with respect to the Utilities Motion, including those items not in the Interim Order, will be held before The Honorable Kevin J. Carey at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801 on **December 4, 2009 at 11:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE UTILITIES MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE FINAL RELIEF REQUESTED IN THE UTILITIES MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: November 10, 2009  
Wilmington, Delaware



---

Mark D. Collins (No. 2981)  
Paul N. Heath (No. 3704)  
Chun I. Jang (No. 4790)  
Julie A. Finocchiaro (No. 5303)  
RICHARDS, LAYTON & FINGER, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 651-7700  
Facsimile: (302) 651-7701

- and -

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

PROPOSED ATTORNEYS FOR  
DEBTORS AND DEBTORS IN  
POSSESSION

**EXHIBIT 1**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

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

**MOTION OF DEBTORS PURSUANT TO SECTIONS 105(a) AND 366 OF  
THE BANKRUPTCY CODE FOR AN INTERIM AND FINAL ORDER  
(I) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR  
DISCONTINUING SERVICE; (II) APPROVING THE DEBTORS' PROPOSED  
ADEQUATE ASSURANCE; AND (III) APPROVING PROCEDURES FOR  
RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

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:

---

<sup>1</sup> 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.

### **Relief Requested**

1. By this motion (the "***Motion***"), the Debtors request, pursuant to Bankruptcy Code sections 105(a) and 366, entry of the proposed interim order substantially in the form annexed hereto as Exhibit "A" (the "***Interim Order***") and a final order substantially in the form annexed hereto as Exhibit "B" (the "***Final Order***") (i) prohibiting utility companies from altering, refusing, or discontinuing services to, or discriminating against, the Debtors on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance; (ii) approving the Debtors' proposed adequate assurance; and (iii) approving the Debtors' proposed procedures for resolving any requests for additional assurance. In support of the Motion, the Debtors submit the Rosoff Declaration, filed contemporaneously herewith.

### **The Utility Companies**

2. In connection with the operation of their businesses and management of their properties, the Debtors obtain natural gas, electricity, telephone, water and/or other similar services (collectively, the "***Utility Services***") from a number of "utilities," as that term is used in section 366 of the Bankruptcy Code (each a "***Utility Company***" and collectively, the "***Utility Companies***"). Attached hereto as Exhibit "C" is a non-exclusive list of three Utility Companies that provide Utility Services to the Debtors as of the Commencement Date (the "***Utility Service List***").<sup>2</sup> From October 2008 through and including September 2009, the Debtors paid an average of approximately \$58,000 per month on account of all Utility Services provided to the Debtors.

3. The Debtors have a very good payment history with the Utility Companies. Uninterrupted Utility Services are essential to the Debtors' ongoing operations, and,

---

<sup>2</sup> The inclusion of any entity on, as well as the omission of any entity from, Exhibit "C" is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights with respect thereto.

therefore, to the success of the Debtors' chapter 11 cases. Should any Utility Company refuse or discontinue service, even for a brief period, the Debtors' business operations could be disrupted. The impact of such disruption on the Debtors' business operations and revenues would be extremely harmful and would jeopardize the successful administration of the Debtors' chapter 11 cases. Therefore, it is essential that the Utility Services continue uninterrupted.

#### **The Proposed Adequate Assurance**

4. The Debtors propose to place a cash deposit by no later than 20 days after the Commencement Date equal to two weeks of Utility Services calculated as an historical average over the past 12 months (the "*Adequate Assurance Deposit*") into a newly created account (the "*Utility Deposit Account*") for the benefit of any Utility Company, unless (i) such Utility Company agrees to a lesser amount, (ii) such Utility Company already holds a deposit or letter of credit equal to, or greater than, two weeks of Utility Services, or (iii) such Utility Company is currently paid in advance for its Utility Services. Where the Debtors have already provided a Utility Company a deposit (or letter of credit) equal to, or greater than, two weeks of Utility Services or have paid a Utility Company in advance for its Utility Services, the Debtors submit such Utility Company should be deemed to have been provided with adequate assurance of payment as required by section 366 of the Bankruptcy Code. The Debtors estimate that the total amount due to the Utility Companies for a two week period is \$29,000.<sup>3</sup>

5. The Debtors propose that the Adequate Assurance Deposit be maintained until the earlier of (i) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors and (ii) the effective date of a plan of reorganization or plan of

---

<sup>3</sup> This figure subsumes certain amounts attributable to Advanta Bank Corp. ("*ABC*") on account of ABC's utility usage. Though this amount is, therefore, higher than the amount otherwise attributable to the Debtors, the Debtors nevertheless intend – subject to any subsequent adjustment of utility usage – to provide adequate assurance equal to the higher amount out of an abundance of caution.

liquidation for the Debtors, at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the Debtors.

6. In addition, the Debtors seek authority to reduce the Adequate Assurance Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine, in their sole discretion, should be removed from the Utility Services List.

7. The Debtors submit that the Adequate Assurance Deposit and their ability to pay for future Utility Services in the ordinary course of business with their unencumbered cash on hand (collectively, the “*Proposed Adequate Assurance*”) constitutes sufficient adequate assurance to the Utility Companies.

8. Accordingly, the Debtors believe that no other or further adequate assurance is necessary. If, however, a Utility Company believes adequate assurance beyond that proposed is necessary, the Debtors submit that the Utility Company must request additional adequate assurance (an “*Additional Assurance Request*”) pursuant to the procedures described below (the “*Adequate Assurance Procedures*”).

#### **Adequate Assurance Procedures**

9. Recognizing the right of each Utility Company to evaluate the Proposed Adequate Assurance on a case-by-case basis but also the severe consequences to the Debtors of any interruption in services by the Utility Companies, the Debtors propose the following Adequate Assurance Procedures to resolve Additional Assurance Requests in an orderly and fair manner:

- (a) Within three business days after the date of entry of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Companies on the Utility Services List.



- (b) If a Utility Company is not satisfied with the proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve an Additional Assurance Request upon (i) the Debtors, Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844 (Attn: Phil Browne) (facsimile: (215) 444-5915), and (ii) the attorneys for the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Robert J. Lemons, Esq., and Jennifer Ganesh) (facsimile: (212) 310-8007), and (b) Richards, Layton & Finger, 920 North King Street, Wilmington, Delaware 19801 (Attn: Chun Jang, Esq.) (facsimile: (302) 651-7700) (collectively, the "**Adequate Assurance Notice Parties**").
- (c) Each Additional Assurance Request must (i) be in writing; (ii) set forth the type and location of Utility Services provided to the Debtors; (iii) include a summary of the Debtors' payment history relevant to the affected account(s); (iv) include whether the Utility Company holds a deposit or other security, and, if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- (d) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have the greater of (i) 14 days from the receipt of such Additional Assurance Request and (ii) 30 days from the Commencement Date (collectively, the "**Resolution Period**") to negotiate with the requesting Utility Company and resolve its Additional Assurance Request.
- (e) The Debtors may, in their sole discretion and without further order of this Court, resolve any Additional Assurance Request and/or Determination Motion (as defined below) by mutual agreement with the requesting Utility Company. In connection with any such agreement, the Debtors may, without further order of this Court, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security; provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official statutory committee appointed in the cases and/or the Office of the United States Trustee upon demand.
- (f) If the Debtors are unable to reach a resolution with the Utility Company during the Resolution Period, the Debtors will file a motion with the Court seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the "**Determination Motion**") pursuant to section 366(c)(3) of the Bankruptcy Code. Pending the Court's determination of the Determination Motion, the applicable Utility Company may not alter, refuse, or discontinue service to the Debtors.

### Objections to Adequate Assurance Procedures

10. Historically, chapter 11 debtors were able, under section 366 of the Bankruptcy Code, to put the onus on utility providers to argue that whatever form of adequate assurance proposed by the debtor was insufficient pursuant to the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“*BAPCPA*”). The amendments to section 366 of the Bankruptcy Code arguably shift the burden onto the debtor to both provide adequate assurance that the utility providers find satisfactory and seek court review if a utility provider does not accept the proposed adequate assurance. This interpretation, if taken to the extreme, could be crippling for a debtor. For example, a Utility Company, on the 29th day following the Commencement Date, could announce that the proposed adequate assurance is not acceptable, demand an unreasonably large deposit alleging payment risk from the Debtors, and threaten to terminate Utility Service the next day unless the Debtors complied with the demand. This would be an untenable result, leaving the Debtors with effectively no ability to seek review. Consequently, the Debtors believe it is appropriate and prudent to establish the Adequate Assurance Procedures and to require that Utility Companies raise any objections to the Adequate Assurance Procedures so that any such objections may be heard by the Court prior to the running of the 30 day period following the Commencement Date. Therefore, the Debtors propose that any Utility Company that objects to the Adequate Assurance Procedures described above must file a written objection (a “*Procedures Objection*”) and serve such objection on the Adequate Assurance Notice Parties, so that it is actually received by the date that is the earlier of (i) 15 days after the entry of the Interim Order and (ii) five business days before the Final Hearing.

11. In order to resolve any Procedures Objection within 30 days following the Commencement Date, the Debtors request that the Court schedule the Final Hearing on any unresolved Procedures Objections approximately 25 days after the Commencement Date.

12. The Debtors respectfully request that absent compliance with the procedures to request an Additional Assurance Deposit or filing a timely Objection, the Utility Companies be forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional adequate assurance of payment other than the Proposed Adequate Assurance.

**Subsequent Modifications of the Utility Service List**

13. Although the Debtors have made extensive and good-faith efforts to identify all Utility Companies, certain companies that currently provide Utility Services to the Debtors may have been omitted inadvertently from the Utility Service List. To the extent that the Debtors identify additional Utility Companies, the Debtors will promptly file amendments to the Utility Service List and will serve copies of the Motion and the Interim Order, or the Final Order, as applicable, on such newly identified Utility Companies. The Debtors further request that the Court make the Interim Order and Final Order binding on all Utility Companies, regardless of when each Utility Company was added to the Utility Service List, provided that the Debtors shall increase the amount of the Adequate Assurance Deposit by an amount equal to the cost of two weeks of Utility Services provided by such additional Utility Company to the Debtors, calculated as an historical average over the past twelve 12 months. The Debtors shall have the periods specified in the proposed Adequate Assurance Procedures to seek to resolve any such request by mutual agreement with the Utility Company without further order of the Court or

to file a Determination Motion with the Court to determine the adequacy of assurance of payment with respect to such Utility Company in accordance with such Procedures.

**Cause Exists to Authorize the Debtors'  
Treatment of the Utility Companies under Section 366**

14. The relief requested herein will ensure that the Debtors' operations will not be disrupted. Disruption would have a harmful effect on the Debtors' administration of these chapter 11 cases. The relief requested provides the Utility Companies with a fair and orderly procedure for requesting an Adequate Assurance Deposit and for determining requests for additional or different adequate assurance. Without these procedures, the Debtors could be forced to address numerous requests by Utility Companies in a disorganized manner at a critical period in these chapter 11 cases and during a time when the Debtors' efforts could be more productively focused on the efficient administration of their chapter 11 cases for the benefit of all parties in interest.

15. Prior to the enactment of BAPCPA, it was well established by courts, commentators, and legislative history that section 366 of the Bankruptcy Code did not require, as a matter of course, that the debtor provide a deposit or other security to its utilities as adequate assurance of payment. *See Shirey v Phila Elec Co (In re Shirey)*, 25 BR 247, 249 (Bankr. E.D. Pa. 1982) ("section 366(b) .. does not permit a utility to request adequate assurance of payment for continued services unless there has been a default by the debtor on a pre-petition debt owed for services rendered"); *see also Va Elec & Power Co v Caldor, Inc -NY*, 117 F. 3d 646, 647, 650 (2d Cir. 1997) (affirming the bankruptcy court's ruling that the debtor's prepetition payment history, its postpetition liquidity, and the administrative expense priority afforded to postpetition invoices constituted adequate assurance of future performance).

16. Under section 366(e) of the Bankruptcy Code, as amended by BAPCPA,

however, in a chapter 11 case, a utility company may alter, reverse, or discontinue utility service if, within 30 days after the commencement of the chapter 11 case, the utility company does not receive adequate assurance in a form that is “satisfactory” to the utility company, subject to the Court’s ability to modify the amount of adequate assurance. *Cf. Jones v Boston Gas Co (In re Jones)*, 369 B.R. 745, 749 (B.A.P. 1st Cir. 2007) (“based on a debtor’s failure to provide adequate assurance of payment, bankruptcy courts have concluded that § 366(b) grants utilities the unilateral right to terminate service”); *St Torrance v Cincinnati Gas & Elec Co (In re St Torrance)*, No. 06-8090, 2007 Bankr LEXIS 3180, at \*8 (B.A.P. 6th Cir Sept. 26, 2007) (same). Furthermore, pursuant to changes made effective by BAPCPA, in determining whether an assurance of payment is adequate, the court may not consider (i) the absence of security before the petition date, (ii) the debtor’s history of timely payments, or (iii) the availability of an administrative expense priority. 11 U.S.C. § 366(c)(3)(B).

17. While the amended section 366(c) clarifies what does and does not constitute “assurance of payment” and what may be considered in determining whether such assurance is adequate, Congress, in enacting that section, did not divest the Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a utility company. *See id.* § 366(c)(3)(A) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment “). Moreover, Congress has not changed the requirement that the assurance of payment only be “adequate” Courts construing section 366(b) of the Bankruptcy Code have long recognized that “adequate” assurance of payment does not require an absolute guarantee of the debtor’s ability to pay. *See, e g, In re Caldor, Inc-NY*, 199 B.R. 1,3 (S.D.N.Y. 1996) (“Section 366(b) requires the Bankruptcy Court to determine whether the circumstances are sufficient to provide a utility with

‘adequate assurance’ of payment The statute does not require an ‘absolute guarantee of payment’) (citation omitted), *aff’d sub nom Va Elec & Power Co v Caldor, Inc*-NY, 117 F. 3d 646 (2d Cir 1997); *In re Adelphia Bus Solutions, Inc*, 280 BR 63,80 (Bankr. S.D.N.Y 2002) (same). Therefore, despite the language in section 366(c)(2) of the Bankruptcy Code allowing a utility to take action against a debtor should the debtor fail to provide adequate assurance of payment that is “satisfactory” to the utility, section 366 of the Bankruptcy Code does not require that the assurance provided be “satisfactory” once the Court determines the appropriate amount of adequate assurance.

18. Accordingly, the Debtors believe that the Proposed Adequate Assurance and the Adequate Assurance Procedures are reasonable and satisfy the requirements of section 366 of the Bankruptcy Code. The relief requested in this Motion is similar to the relief granted in other recent chapter 11 cases filed in this District after the BAPCPA became effective. *In re Aleris*, Case No. 09-10478 (BLS) (Bankr. D. Del. Feb. 13, 2009) (approving adequate assurance to utilities in an amount equal to a two week deposit); *In re Key Plastics LLC*, Case No. 08-13324 (MFW) (Bankr. D. Del. Jan. 6, 2009) (approving adequate assurance to utilities in an amount equal to a two week deposit); *In re SemCrude, LP*, Case No. 08-11525 (BSS) (Bankr. D. Del. Aug. 18, 2008) (approving adequate assurance to utilities in an amount equal to a two week deposit); *In re Vertis Holdings, Inc.*, Case No. 08-11460 (CSS) (Bankr. D. Del. Aug. 13, 2008) (approving adequate assurance to utilities in an amount equal to a two week deposit); *In re LandSource Comtys, Dev LLC*, Case No 08-11111 (KJC) (Bankr. D. Del. June 16, 2008) (approving adequate assurance to requesting utilities in an amount equal to a two week deposit); *In re Holley Performance Prods. Inc.*, Case No 08-10256 (PJW) (Bankr. D. Del. Mar 5, 2008) (approving adequate assurance in an amount equal to a two week deposit). Further, the Court

possesses the power, under section 105(a) of the Bankruptcy Code, to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” The proposed procedures are necessary and appropriate to carry out the provisions of the Bankruptcy Code, and in particular, section 366. They will ensure that the Debtors’ Utility Services are continued without prejudicing the Utility Companies.

20. Based on the foregoing, the Debtors submit that the relief requested herein is necessary and appropriate, is in the best interests their respective estates and creditors, and should be granted in all respects.

**The Debtors Satisfy Bankruptcy Rule 6003(b)**

21. Bankruptcy Rule 6003(b) provides that to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may approve a motion to “pay all or part of a claim that arose before the filing of the petition” prior to 20 days after the Commencement Date. Bankruptcy Rule 6003(b). The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors, as described herein, and that Bankruptcy Rule 6003(b) has been satisfied.

**Waiver of Bankruptcy Rule 6004(h)**

22. To implement the foregoing successfully, the Debtors seek a waiver of the ten-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**Jurisdiction**

23. 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**

24. 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 Investment Note 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**

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

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

- and -

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

PROPOSED ATTORNEYS FOR  
DEBTORS AND DEBTORS IN  
POSSESSION

**Exhibit A**  
**Interim 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. <sup>1</sup>	:	(Joint Administration Requested)
	:	
-----X	:	

**INTERIM ORDER PURSUANT TO SECTIONS 105(a) AND  
366 OF THE BANKRUPTCY CODE (I) PROHIBITING  
UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING  
SERVICE; (II) APPROVING THE DEBTORS' PROPOSED  
ADEQUATE ASSURANCE; AND (III) APPROVING PROCEDURES FOR  
RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion, dated November 8, 2009 (the "*Motion*"<sup>2</sup>), of Advanta Corp. and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 105(a) and 366 of title 11 of the United States Code (the "*Bankruptcy Code*"), for an Interim Order (i) prohibiting the Utility Companies (as defined below) from altering, refusing, or discontinuing services to, or discriminating against the Debtors on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance pending entry on the Final Order, (ii) approving the Debtors' Proposed Adequate Assurance, (iii) approving the Debtors' proposed procedures for resolving any requests

---

<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

for additional adequate assurance, and (iv) scheduling a hearing (the "*Final Hearing*") on the Motion to consider granting the relief requested on a final basis, as more fully described in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that until such time as the Final Order is entered by the Court, all Utility Companies listed on the Utility Service List, annexed hereto as Exhibit "1," are (i) prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of any unpaid prepetition charges, (ii) discriminating against the Debtors, or (iii) requiring payment of a deposit or receipt or any other security for continued service as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices except as provided in the immediately following decretal paragraphs; and it is further

ORDERED that, except as may be adjusted by a subsequent order of the Court (which may be the Final Order), as adequate assurance for the payment of Utility Services, the Debtors shall place a cash deposit by no later than 20 days after the Commencement Date equal to two weeks of Utility Services calculated as an historical average over the past 12 months (the

*“Adequate Assurance Deposit”*) into a newly created account (the *“Utility Deposit Account”*) for the benefit of any Utility Company, unless (i) such Utility Company agrees to a lesser amount, (ii) such Utility Company already holds a deposit or letter of credit equal to, or greater than, two weeks of Utility Services, or (iii) such Utility Company is currently paid in advance for its Utility Services; and it is further

ORDERED that, within three business days after the establishment of the Utility Deposit Account, the Debtors shall notify each Utility Company by first-class mail of the notice information (including, without limitation, name, address, contact person, facsimile number, and account number) of the Utility Deposit Account; and it is further

ORDERED that, if an amount relating to postpetition Utility Services provided by a Utility Company is unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account by giving notice to (i) the Debtors, Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844 (Attn: Phil Browne) (facsimile: (215) 444-5915), and (ii) the attorneys for the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Robert J. Lemons, Esq., and Jennifer Ganesh) (facsimile: (212) 310-8007), and (b) Richards, Layton & Finger, 920 North King Street, Wilmington, Delaware 19801 (Attn: Chun Jang, Esq.) (facsimile: (302) 651-7700) (collectively, the *“Adequate Assurance Notice Parties”*), in which case the draw or disbursement shall only be honored on the date that is three business days after the date of receipt by the Adequate Assurance Notice Parties of such Utility Company’s request; and it is further

ORDERED that, except as provided herein with respect to the rights of Utility Companies, the creditors of the Debtors shall have no interest in, or lien on, the Adequate

Assurance Deposit or the Utility Deposit Account; and it is further

ORDERED that the Adequate Assurance Deposit shall be maintained until the earlier of (i) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors and (ii) the effective date of a plan of reorganization or plan of liquidation for the Debtors (at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the reorganized Debtors); and it is further

ORDERED that the Debtors shall have the right to reduce the Adequate Assurance Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Service List or to the extent an Additional Assurance Request (as defined below) is properly served by a Utility Company and any settlement results in such Utility Company's removal from the Utility Services List or in the payment of alternate assurance to the Utility Company; and it is further

ORDERED that the following additional requirements and procedures (the "*Adequate Assurance Procedures*"), with respect to the submission of requests for additional assurance by any Utility Company not satisfied with the Adequate Assurance Deposit (each an "*Additional Assurance Request*"), are approved in all respects, and absent compliance with the following Adequate Assurance Procedures, the Utility Companies are forbidden to (i) alter, refuse, or discontinue service to the Debtors, (ii) discriminate against the Debtors on account of any prepetition charges, or (iii) require additional adequate assurance of payment other than the Proposed Adequate Assurance pending entry of the Final Order:

- a. Within three business days after the date of entry of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Companies on the Utility Services List.

- b. If a Utility Company is not satisfied with the proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve an Additional Assurance Request upon each of the Adequate Assurance Notice Parties.
- c. Each Additional Assurance Request must (i) be in writing; (ii) set forth the type and location of Utility Services provided to the Debtors; (iii) include a summary of the Debtors' payment history relevant to the affected account(s); (iv) include whether the Utility Company holds a deposit or other security, and, if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- d. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have the greater of (i) 14 days from the receipt of such Additional Assurance Request and (ii) 30 days from the Commencement Date (collectively, the "**Resolution Period**") to negotiate with the requesting Utility Company and resolve its Additional Assurance Request.
- e. The Debtors may, in their sole discretion and without further order of this Court, resolve any Additional Assurance Request and/or Determination Motion (as defined below) by mutual agreement with the requesting Utility Company. In connection with any such agreement, the Debtors may, without further order of this Court, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security; provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official statutory committee appointed in the cases and/or the Office of the United States Trustee upon demand.
- f. If the Debtors are unable to reach a resolution with the Utility Company during the Resolution Period, the Debtors will file a motion with the Court seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the "**Determination Motion**") pursuant to section 366(c)(3) of the Bankruptcy Code. Pending the Court's determination of the Determination Motion, the applicable Utility Company may not alter, refuse, or discontinue service to the Debtors.

and it is further

ORDERED that the Debtors are authorized to supplement, as necessary, the Utility Service List and shall serve copies of the Motion and the Interim Order, or the Final Order, as applicable, on such newly identified Utility Companies; and it is further

ORDERED that the Interim Order and Final Order (when and if entered) shall be

binding on all Utility Companies listed on the Utility Service List provided that (i) the Debtors shall increase the amount of the Adequate Assurance Deposit by an amount equal to the cost of two weeks of Utility Services provided by such additional Utility Company to the Debtors, calculated as an historical average over the past 12 months, and (ii) any such newly identified Utility Company not on the Utility Service List shall have until the later of (x) 14 days from the date of such service and (y) 30 days from the date of the Interim Order to serve an Additional Assurance Request in compliance with the proposed Adequate Assurance Procedures, which request must actually be received by the Adequate Assurance Notice Parties within this time frame; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that nothing in this Order or the Motion shall be deemed to constitute the postpetition assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that the Debtors' service of the Motion or this Interim Order upon a company, or a Utility Company's inclusion on the Utility Services List, shall not constitute an admission or concession that any such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto; and it is further

ORDERED that Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors; and it is further



ORDERED that notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; 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; and it is further

ORDERED that any objections or responses (each a "*Procedures Objection*") to the Motion and the Adequate Assurance Procedures shall be filed and served upon the Adequate Assurance Notice Parties and on those parties as required by Local Rule 9006-1 (c)(ii), so that it is actually received by the date that is earlier of (i) 15 days after the date of this Interim Order; or (ii) five business days before the final Hearing; and it is further

ORDERED that a Final Hearing, if necessary, to resolve any timely filed Procedures Objection shall be scheduled for \_\_\_\_\_, 2009 at \_\_:\_\_.m. (Eastern Time); and it is further

ORDERED that if no Procedures Objections are timely filed, served, and received in accordance with this Interim Order, the Court may enter a Final Order without further notice or hearing.

Dated: \_\_\_\_\_, 2009  
Wilmington, Delaware

---

UNITED STATES BANKRUPTCY JUDGE

# Exhibit 1

## Utility Service List

Vendor Name	Type of Utility	Account #	Address	Contact	Contact Phone Number
PECO	Electric & Gas	45435-00705	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-980-9655
PECO	Electric & Gas	51613-00903	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-494-4000
PECO	Electric & Gas	63982-01606	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-494-4000
PECO	Electric & Gas	42342-00704	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Michael Garrity	215-841-6904
Verizon	Telephone	609 386-1329 706 64y	P.O. Box 4833 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	212 477 2207 546 21 0	P.O. Box 15124 Albany, NY 12212	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 M55 0012 636	P.O. Box 4832 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	000655829794 83y	P.O. Box 4848 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	000116749066 12y	P.O. Box 660720 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985

Vendor Name	Type of Utility	Account #	Address	Contact	Contact Phone Number
Verizon	Telephone	302 189 6441 999 09y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 182 1827 999 62y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 657 8177 034 97y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
AT&T	Wireless Service	Customer Reference Number 10750017 (new contract begins in two weeks)	National Business Services P.O. Box 9004 Carol Stream, IL 60197-9004	Tom Rokosny	610-687-7441
AT&T	Internet Service	Customer Reference Number 115302UA. ECATS 20091022- 0063 (new contract begins on 11/11/2009)	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441
AT&T	Master Agreement	Customer Reference Number 115302UA ECATS 20091022- 0051	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441
AT&T	Business network express bundle	Customer Reference Number 115301UA. Con# CSM091009160650 CON 091009161651 (New Contract in December)	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441

**Exhibit B**

**Final 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. <sup>1</sup>	:	(Joint Administration Requested)
	:	
	X	

**FINAL ORDER PURSUANT TO SECTIONS 105(a)  
AND 366 OF THE BANKRUPTCY CODE (I) PROHIBITING UTILITIES  
FROM ALTERING, REFUSING, OR DISCONTINUING  
SERVICE; (II) APPROVING THE DEBTORS' PROPOSED  
ADEQUATE ASSURANCE; AND (III) APPROVING PROCEDURES FOR  
RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion dated November 8, 2009 (the "*Motion*"<sup>2</sup>), of Advanta Corp. and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 105(a) and 366 of title 11 of the United States Code (the "*Bankruptcy Code*"), for a Final Order (i) prohibiting the Utility Companies (as defined below) from altering, refusing, or discontinuing services to, or discriminating against the Debtors on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance pending entry on the Final Order, (ii) approving the Debtors' Proposed Adequate Assurance, (iii) approving the Debtors' proposed procedures for resolving any requests

---

<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

for additional adequate assurance, as more fully described in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that all relief granted in the Interim Order is hereby granted on a final basis, except as set forth on the record at the Hearing; and it is further

ORDERED that absent compliance with the procedures contained herein for requesting additional assurance, all Utility Companies listed on the Utility Service List, annexed hereto as Exhibit "1," are (i) prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of any unpaid prepetition charges, (ii) discriminating against the Debtors, or (iii) requiring payment of a deposit or receipt or any other security for continued service as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices other than (x) the amount equal to the Debtors' approximate aggregate cost of Utility Services for a two week period, calculated as a historical average over the 12 months between October 1, 2008 and September 30, 2009 (the "*Adequate Assurance Deposit*"), but not including the cost of Utility Services for any Utility Company already holding a letter of credit, into a segregated

account (the “*Utility Deposit Account*”) for the benefit of all Utility Companies and (y) the letter of credit such Utility Company held prepetition (together with the Adequate Assurance Deposit, the “*Proposed Adequate Assurance*”); and it is further

ORDERED that, if an amount relating to postpetition Utility Services provided by a Utility Company is unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account, as applicable, by giving notice by facsimile to (i) the Debtors, Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844 (Attn: Phil Browne) (facsimile: (215) 444-5915), and (ii) the attorneys for the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Robert J. Lemons, Esq., and Jennifer Ganesh) (facsimile: (212) 310-8007), and (b) Richards, Layton & Finger, 920 North King Street, Wilmington, Delaware 19801 (Attn: Chun Jang, Esq.) (facsimile: (302) 651-7700) (collectively, the “*Adequate Assurance Notice Parties*”), in which case the draw or disbursement shall only be honored on the date that is three business days after the date of receipt by the Adequate Assurance Notice Parties of such Utility Company’s request; and it is further

ORDERED that, except as provided herein with respect to the rights of Utility Companies, the creditors of the Debtors shall have no interest in, or lien on, the Adequate Assurance Deposit or the Utility Deposit Account; and it is further

ORDERED that the Adequate Assurance Deposit shall be maintained until the earlier of (i) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors and (ii) the effective date of a plan of reorganization or plan of liquidation for the Debtors (at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the reorganized Debtors); and it is further

ORDERED that the Debtors shall have the right to reduce the Adequate Assurance Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Service List or to the extent an Additional Assurance Request (as defined below) is properly served by a Utility Company and any settlement results in such Utility Company's removal from the Utility Services List or in the payment of alternate assurance to the Utility Company; and it is further

ORDERED that the Debtors' Proposed Adequate Assurance satisfies the requirements under section 366 of the Bankruptcy Code; and it is further

ORDERED that the following additional requirements and procedures (the "*Adequate Assurance Procedures*"), with respect to the submission of requests for additional assurance by any Utility Company not satisfied with the Adequate Assurance Deposit (each an "*Additional Assurance Request*"), are approved in all respects, and absent compliance with the following Adequate Assurance Procedures, the Utility Companies are forbidden to (i) alter, refuse, or discontinue service to the Debtors, (ii) discriminate against the Debtors on account of any prepetition charges, or (iii) require additional adequate assurance of payment other than the Proposed Adequate Assurance:

- a. If a Utility Company is not satisfied with the proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve an Additional Assurance Request upon each of the Adequate Assurance Notice Parties.
- b. Each Additional Assurance Request must (i) be in writing; (ii) set forth the type and location of Utility Services provided to the Debtors; (iii) include a summary of the Debtors' payment history relevant to the affected account(s); (iv) include whether the Utility Company holds a deposit or other security, and, if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- c. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have the greater of (i) 14 days from the receipt of such Additional Assurance Request and (ii) 30 days from the Commencement Date (collectively, the



***“Resolution Period”***) to negotiate with the requesting Utility Company and resolve its Additional Assurance Request.

- d. The Debtors may, in their sole discretion and without further order of this Court, resolve any Additional Assurance Request and/or Determination Motion (as defined below) by mutual agreement with the requesting Utility Company. In connection with any such agreement, the Debtors may, without further order of this Court, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security; provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official statutory committee appointed in the cases and/or the Office of the United States Trustee upon demand.
- e. If the Debtors are unable to reach a resolution with the Utility Company during the Resolution Period, the Debtors will file a motion with the Court seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the ***“Determination Motion”***) pursuant to section 366(c)(3) of the Bankruptcy Code. Pending the Court’s determination of the Determination Motion, the applicable Utility Company may not alter process, or discontinue service to the Debtors or discriminate against the Debtors based on any prepetition charges.

and it is further

ORDERED that the Debtors are authorized to supplement, as necessary, the Utility Service List and shall serve copies of the Motion and the Interim Order, or the Final Order, as applicable, on such newly identified Utility Companies; and it is further

ORDERED that the Interim Order and Final Order shall be binding on all Utility Companies listed on the Utility Service List, provided that the Debtors shall increase the amount of the Adequate Assurance Deposit by an amount equal to the cost of two weeks of Utility Services provided by such additional Utility Company to the Debtors, calculated as an historical average over the past 12 months; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that nothing in this Order or the Motion shall be deemed to constitute the postpetition assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that the Debtors' service of the Motion, the Interim Order, or this Final Order upon a company, or a Utility Company's inclusion on the Utility Service List, shall not constitute an admission or concession that such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto; and it is further

ORDERED that notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are hereby waived; and it is further

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

Dated: November \_\_, 2009  
Wilmington, Delaware

---

UNITED STATES BANKRUPTCY JUDGE

# Exhibit C

## Utility Service List

Vendor Name	Type of Utility	Account #	Address	Contact	Contact Phone Number
PECO	Electric & Gas	45435-00705	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-980-9655
PECO	Electric & Gas	51613-00903	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-494-4000
PECO	Electric & Gas	63982-01606	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-494-4000
PECO	Electric & Gas	42342-00704	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Michael Garrity	215-841-6904
Verizon	Telephone	609 386-1329 706 64y	P.O. Box 4833 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	212 477 2207 546 21 0	P.O. Box 15124 Albany, NY 12212	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 M55 0012 636	P.O. Box 4832 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	000655829794 83y	P.O. Box 4848 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	000116749066 12y	P.O. Box 660720 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985

Vendor Name	Type of Utility	Account #	Address	Contact	Contact Phone Number
Verizon	Telephone	302 189 6441 999 09y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 182 1827 999 62y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 657 8177 034 97y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
AT&T	Wireless Service	Customer Reference Number 10750017 (new contract begins in two weeks)	National Business Services P.O. Box 9004 Carol Stream, IL 60197-9004	Tom Rokosny	610-687-7441
AT&T	Internet Service	Customer Reference Number 115302UA. ECATS 20091022- 0063 (new contract begins on 11/11/2009	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441
AT&T	Master Agreement	Customer Reference Number 115302UA ECATS 20091022- 0051	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441
AT&T	Business network express bundle	Customer Reference Number 115301UA. Con# CSM091009160650 CON 091009161651 (New Contract in December)	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441

**EXHIBIT 2**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**ORIGINAL**

-----X		
<i>In re</i>	:	Chapter 11
	:	
ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-13931 (KJC)
	:	(Joint Administration Requested)
Debtors. <sup>1</sup>	:	
	:	Re: Docket No. 10
-----X		

**INTERIM ORDER PURSUANT TO SECTIONS 105(a) AND  
366 OF THE BANKRUPTCY CODE (I) PROHIBITING  
UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING  
SERVICE; (II) APPROVING THE DEBTORS' PROPOSED  
ADEQUATE ASSURANCE; AND (III) APPROVING PROCEDURES FOR  
RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion, dated November 8, 2009 (the "*Motion*"<sup>2</sup>), of Advanta Corp. and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 105(a) and 366 of title 11 of the United States Code (the "*Bankruptcy Code*"), for an Interim Order (i) prohibiting the Utility Companies (as defined below) from altering, refusing, or discontinuing services to, or discriminating against, the Debtors on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance pending entry on the Final Order, (ii) approving the Debtors' Proposed

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Adequate Assurance, (iii) approving the Debtors' proposed procedures for resolving any requests for additional adequate assurance, and (iv) scheduling a hearing (the "*Final Hearing*") on the Motion to consider granting the relief requested on a final basis, as more fully described in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that until such time as the Final Order is entered by the Court, all Utility Companies listed on the Utility Service List, annexed hereto as Exhibit "1," are (i) prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of any unpaid prepetition charges, (ii) discriminating against the Debtors, or (iii) requiring payment of a deposit or receipt or any other security for continued service as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices except as provided in the immediately following decretal paragraphs; and it is further

ORDERED that, except as may be adjusted by a subsequent order of the Court (which may be the Final Order), as adequate assurance for the payment of Utility Services, the

Debtors shall place a cash deposit by no later than 20 days after the Commencement Date equal to two weeks of Utility Services calculated as an historical average over the past 12 months (the "**Adequate Assurance Deposit**") into a newly created account (the "**Utility Deposit Account**") for the benefit of any Utility Company, unless (i) such Utility Company agrees to a lesser amount, (ii) such Utility Company already holds a deposit or letter of credit equal to, or greater than, two weeks of Utility Services, or (iii) such Utility Company is currently paid in advance for its Utility Services; and it is further

ORDERED that, within three business days after the establishment of the Utility Deposit Account, the Debtors shall notify each Utility Company by first-class mail of the notice information (including, without limitation, name, address, contact person, facsimile number, and account number) of the Utility Deposit Account; and it is further

ORDERED that, if an amount relating to postpetition Utility Services provided by a Utility Company is unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account by giving notice to (i) the Debtors, Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844 (Attn: Phil Browne) (facsimile: (215) 444-5915), and (ii) the attorneys for the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Robert J. Lemons, Esq., and Jennifer Ganesh) (facsimile: (212) 310-8007), and (b) Richards, Layton & Finger, 920 North King Street, Wilmington, Delaware 19801 (Attn: Chun Jang, Esq.) (facsimile: (302) 651-7700) (collectively, the "**Adequate Assurance Notice Parties**"), in which case the draw or disbursement shall only be honored on the date that is three business days after the date of receipt by the Adequate Assurance Notice Parties of such Utility Company's request; and it is further



ORDERED that, except as provided herein with respect to the rights of Utility Companies, the creditors of the Debtors shall have no interest in, or lien on, the Adequate Assurance Deposit or the Utility Deposit Account; and it is further

ORDERED that the Adequate Assurance Deposit shall be maintained until the earlier of (i) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors and (ii) the effective date of a plan of reorganization or plan of liquidation for the Debtors (at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the reorganized Debtors); and it is further

ORDERED that the Debtors shall have the right to reduce the Adequate Assurance Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Service List or to the extent an Additional Assurance Request (as defined below) is properly served by a Utility Company and any settlement results in such Utility Company's removal from the Utility Services List or in the payment of alternate assurance to the Utility Company; and it is further

ORDERED that the following additional requirements and procedures (the "***Adequate Assurance Procedures***"), with respect to the submission of requests for additional assurance by any Utility Company not satisfied with the Adequate Assurance Deposit (each an "***Additional Assurance Request***"), are approved in all respects, and absent compliance with the following Adequate Assurance Procedures, the Utility Companies are forbidden to (i) alter, refuse, or discontinue service to the Debtors, (ii) discriminate against the Debtors on account of any prepetition charges, or (iii) require additional adequate assurance of payment other than the Proposed Adequate Assurance pending entry of the Final Order:

- a. Within three business days after the date of entry of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Companies on the Utility Services List.
- b. If a Utility Company is not satisfied with the proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve an Additional Assurance Request upon each of the Adequate Assurance Notice Parties.
- c. Each Additional Assurance Request must (i) be in writing; (ii) set forth the type and location of Utility Services provided to the Debtors; (iii) include a summary of the Debtors' payment history relevant to the affected account(s); (iv) include whether the Utility Company holds a deposit or other security, and, if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- d. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have the greater of (i) 14 days from the receipt of such Additional Assurance Request and (ii) 30 days from the Commencement Date (collectively, the "**Resolution Period**") to negotiate with the requesting Utility Company and resolve its Additional Assurance Request.
- e. The Debtors may, in their sole discretion and without further order of this Court, resolve any Additional Assurance Request and/or Determination Motion (as defined below) by mutual agreement with the requesting Utility Company. In connection with any such agreement, the Debtors may without further order of this Court provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security; provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official statutory committee appointed in the cases and/or the Office of the United States Trustee upon demand.
- f. If the Debtors are unable to reach a resolution with the Utility Company during the Resolution Period, the Debtors will file a motion with the Court seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the "**Determination Motion**") pursuant to section 366(c)(3) of the Bankruptcy Code. Pending the Court's determination of the Determination Motion, the applicable Utility Company may not alter, refuse, or discontinue service to the Debtors.

and it is further

ORDERED that the Debtors are authorized to supplement, as necessary, the

Utility Service List and shall serve copies of the Motion and the Interim Order, or the Final Order, as applicable, on such newly identified Utility Companies; and it is further

ORDERED that the Interim Order and Final Order (when and if entered) shall be binding on all Utility Companies listed on the Utility Service List provided that (i) the Debtors shall increase the amount of the Adequate Assurance Deposit by an amount equal to the cost of two weeks of Utility Services provided by such additional Utility Company to the Debtors, calculated as an historical average over the past 12 months, and (ii) any such newly identified Utility Company not on the Utility Service List shall have until the later of (x) 14 days from the date of such service, and (y) 30 days from the date of the Interim Order to serve an Additional Assurance Request in compliance with the proposed Adequate Assurance Procedures, which request must actually be received by the Adequate Assurance Notice Parties within this time frame; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that nothing in this Order or the Motion shall be deemed to constitute the postpetition assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that the Debtors' service of the Motion or this Interim Order upon a company, or a Utility Company's inclusion on the Utility Services List, shall not constitute an admission or concession that any such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto; and it is further

ORDERED that Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors; and it is further

ORDERED that notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

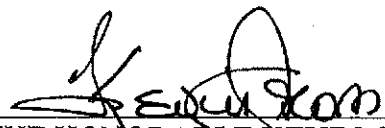
ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order; and it is further

ORDERED that any objections or responses (each a "*Procedures Objection*") to the Motion and the Adequate Assurance Procedures shall be filed and served upon the Adequate Assurance Notice Parties and on those parties as required by Local Rule 9006-1(c)(ii), so that it is actually received by the date that is earlier of (i) 15 days after the date of this Interim Order; or (ii) five business days before the Final Hearing; and it is further

ORDERED that a Final Hearing, if necessary, to resolve any timely filed Procedures Objection will be held on December 4, 2009 at 11:00 a.m. (Eastern Time); and it is further

ORDERED that if no Procedures Objections are timely filed, served, and received in accordance with this Interim Order, the Court may enter a Final Order without further notice or hearing.

Dated: November 10, 2009  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Utility Service List**

Vendor Name	Type of Utility	Account #	Address	Contact	Contact Phone Number
PECO	Electric & Gas	45435-00705	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-980-9655
PECO	Electric & Gas	51613-00903	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-494-4000
PECO	Electric & Gas	63982-01606	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Business Account Services	800-494-4000
PECO	Electric & Gas	42342-00704	Payment Processing P.O. Box 37629 Philadelphia, PA 19101	Michael Garrity	215-841-6904
Verizon	Telephone	609 386-1329 706 64y	P.O. Box 4833 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	212 477 2207 546 21 0	P.O. Box 15124 Albany, NY 12212	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 M55 0012 636	P.O. Box 4832 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	000655829794 83y	P.O. Box 4848 Trenton, NJ 08650	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	000116749066 12y	P.O. Box 660720 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985

Vendor Name	Type of Utility	Account #	Address	Contact	Contact Phone Number
Verizon	Telephone	302 189 6441 999 09y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 182 1827 999 62y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
Verizon	Telephone	215 657 8177 034 97y	P.O. Box 660748 Dallas, TX 75266	Annette Shafir Seflin	610-280-1985
AT&T	Wireless Service	Customer Reference Number 10750017 (new contract begins in two weeks)	National Business Services P.O. Box 9004 Carol Stream, IL 60197-9004	Tom Rokosny	610-687-7441
AT&T	Internet Service	Customer Reference Number 115302UA. ECATS 20091022- 0063 (new contract begins on 11/11/2009)	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441
AT&T	Master Agreement	Customer Reference Number 115302UA ECATS 20091022- 0051	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441
AT&T	Business network express bundle	Customer Reference Number 115301UA. Con# CSM091009160650 CON 091009161651 (New Contract in December)	60 West Avenue Suite 500 Wayne, PA 19087	Tom Rokosny	610-687-7441