

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

	-	
	X	
In re:	:	Chapter 11
	:	
ADVANTA CORP., <i>et al.</i>	:	Case No. 09-13931 (KJC)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	-	
	X	
ADVANTA BANK CORP.	:	Adversary Proceeding
	:	No.: 10-50795 (KJC)
Plaintiff,	:	
	:	
-against-	:	
	:	
ADVANTA CORP.	:	<i>RE: 54.60</i>
	:	
Defendant.	:	
	:	
	-	
	X	

**PROTECTIVE ORDER GOVERNING
THE PRODUCTION OF CONFIDENTIAL MATERIALS**

The Court having considered the Stipulation and Protective Order Governing the Production of Confidential Materials (the "*Stipulation and Protective Order*"), a copy of which is attached hereto as *Exhibit 1*, entered into by the Parties;² the Court having

¹ The Debtors, 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), Great Expectations Management Corp. (3328), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), ideablob Corp. (0726), and Advanta Credit Card Receivables Corp. (7955).

² Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Stipulation and Protective Order.

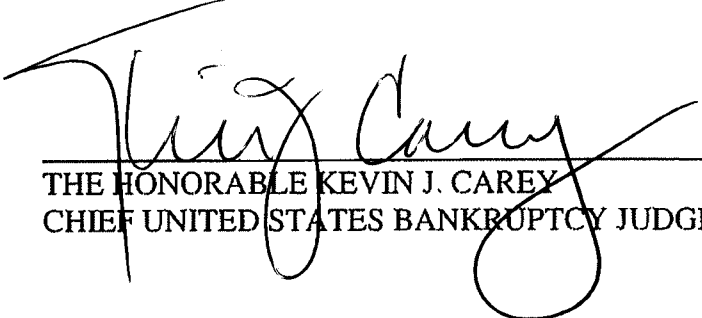
determined that good and adequate cause exists for approval of the Stipulation and Protective Order;

IT IS HEREBY ORDERED that the Stipulation and Protective Order is entered as an order of this Court.

IT IS HEREBY ORDERED that pursuant to, and in accordance with, Del. Bankr. L.R. 9018-1(c) and the Stipulation and Protective Order, the Parties are authorized to file confidential materials under seal without the requirement of filing a separate motion to that effect.

IT IS HEREBY ORDERED that this Court shall retain jurisdiction over all matters arising from or related to the interpretation or implementation of this Order.

Dated: July 15, 2010
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
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	:	No.: 10-50795 (KJC)
Plaintiff,	:	
	:	
-against-	:	
	:	
ADVANTA CORP.	:	
	:	
Defendant.	:	
	:	
	-	
	X	

**STIPULATION AND PROTECTIVE ORDER GOVERNING
THE PRODUCTION OF CONFIDENTIAL MATERIALS**

WHEREAS, in connection with the above-captioned adversary proceeding (the “*Adversary Proceeding*”), certain parties have and/or may, in the future, request production of documents and other information and may notice and take depositions, which may require the disclosure of material which is confidential, proprietary and/or non-public to one or more of the other parties; and

¹ The Debtors, 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), Great Expectations Management Corp. (3328), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), ideablob Corp. (0726), and Advanta Credit Card Receivables Corp. (7955).

WHEREFORE, for the purpose of facilitating discovery requests and in order to avoid the risk of harm posed by the public dissemination of such confidential and/or proprietary information, Advanta Corp., the Official Committee of Unsecured Creditors and the Federal Deposit Insurance Corporation, as receiver for Advanta Bank Corp. (each, a "**Party**" and collectively, the "**Parties**") hereby stipulate and agree, by and through their undersigned counsel of record ("**Undersigned Counsel**"), to this Stipulation and Protective Order Governing the Production of Confidential Materials (this "**Protective Order**"):

1. The Protective Order shall govern the designation and handling of any document, deposition testimony, electronic data, interrogatory response, response to requests for admissions, expert report and/or any other information disclosed or produced by or on behalf of a Party (or any of its attorneys or agents), or by or on behalf of a non-Party (or any of its attorneys or other agents), and all information derived therefrom in the Adversary Proceeding (the "**Discovery Materials**").

2. "Document" or "Documents" means all documents and things subject to discovery under Rule 7034 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 34 of the Federal Rules of Civil Procedure (the "**FRCP**"), including but not limited to any written, printed, typed, recorded, filmed, punched, transcribed, taped or other graphic matter of any kind or nature, however produced or reproduced, whether in hard copy, electronic, or other form, and includes, without limitation, pamphlets, brochures, books, booklets, information sheets, papers, articles, journals, magazines, computer printouts, Internet search results, tapes, discs or other forms of audio, visual or audio/visual recordings, records, memoranda, reports, financial statements, affidavits, handwritten and other notes, transcripts, paper, indices, letters, envelopes,

telegrams, cables, electronic mail messages, telex messages, telecopy messages, telephone messages, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, minutes or transcriptions or notations of meetings or telephone conversations or other communications of any type, tabulations, studies, analyses, evaluations, projections, work papers, statements, summaries, opinions, journals, desk calendars, product labels, package inserts or other information accompanying maintenance or service records, appointment books, billing records, checks, bank account statements, invoices, photographs, microfilms, tapes or other records, punch cards, magnetic tapes, discs, data cells, drums, printouts, other data compilations (in any form) from which information can be obtained, recordings made through data processing techniques and the written information necessary to understand and use such materials, and any other documents discoverable under the FRCP.

3. "Person" or "Persons" means any natural person, group of natural persons acting as individuals, group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), domestic or foreign company, corporation, partnership, joint venture, sole proprietorship, association, business trust, government or government agency or any other incorporated or unincorporated business, government or legal entity.

4. Any person who is subject to informal or formal information and/or discovery requests in the Adversary Proceeding may designate (each, a "*Designating Party*") Discovery Materials as "CONFIDENTIAL" pursuant to this Protective Order by labeling them "CONFIDENTIAL" in a size and location that makes such designation readily apparent. Designation of Discovery

Materials as “CONFIDENTIAL” shall be: based on a good faith belief by the Designating Party that such materials contain (a) a trade secret or other confidential research, development, or non-public commercial information protected by Rule 26 of the FRCP, (b) information subject by law or by contract to a legally protected right of privacy, (c) information which the Designating Party is legally obligated to keep confidential, as reasonably determined by the person producing the material, or (d) non-public information of a financially or personally sensitive nature.

5. This Protective Order shall govern the handling of all Discovery Materials in the Adversary Proceeding. This Protective Order shall also govern the handling of all Discovery Materials that are designated “CONFIDENTIAL” pursuant to paragraph 6 below, that do not become part of the record. With respect to documents or information to be used at any hearing or trial in connection with the Adversary Proceeding, the Parties shall meet and confer prior to any such hearing or trial (a) to attempt to reach an agreement as to the treatment and use of “CONFIDENTIAL” Discovery Materials to be used at such hearing or trial; (b) to attempt to reach an agreement as to any objections to the use of “CONFIDENTIAL” Discovery Materials at such hearing or trial, and to any objections to the designation of any Discovery Materials as “CONFIDENTIAL”; and (c) to develop a mechanism for maintaining or objecting to the confidentiality of any “CONFIDENTIAL” Discovery Materials used at any hearing or trial.

6. Except as set forth herein or in any subsequent order of the Court, Discovery Materials designated “CONFIDENTIAL” and any part of the information contained in those Discovery Materials shall not be delivered, exhibited, or disclosed, directly or indirectly, to persons other than:

(a) the Court and persons employed by it or appointed by it in connection with the above-captioned chapter 11 cases (collectively, the "*Chapter 11 Cases*") or the Adversary Proceeding;

(b) court reporters, videographers or other qualified persons taking testimony;

(c) Parties and current employees, officers, members and/or agents of each of the Parties, including their parents, subsidiaries and affiliates;

(d) counsel retained by the Parties, and the paralegal, clerical and secretarial staff employed by such counsel;

(e) independent copying and computer services firms, or their employees, retained to copy or index any Discovery Materials;

(f) independent experts, financial advisors, accountants or any other consultants or professionals retained by the Parties in preparation for depositions, hearings or any other proceedings in connection with the Chapter 11 Cases or the Adversary Proceeding;

(g) actual or potential Party or non-Party fact witnesses, provided there is a reasonable basis to believe that the fact witness may give relevant testimony regarding the designated Discovery Materials;

(h) witnesses at or in preparation for depositions, hearings, trials or any other proceedings in connection with the Adversary Proceeding, provided there is a reasonable basis to believe the witness may give relevant testimony regarding the designated Discovery Materials;

(i) persons identified on the face of the Discovery Materials as having authored or previously received the Discovery Materials; and

(j) such other persons as the Parties may agree upon in writing.

7. Each of the Parties and any non-Party may designate as “CONFIDENTIAL” any Discovery Materials produced by any non-Party, to the extent that the Discovery Materials produced satisfy the standards set forth in paragraph 4 above as to the Party seeking to designate the Discovery Materials as CONFIDENTIAL.

8. All “CONFIDENTIAL” Discovery Materials, whether produced by Parties or non-Parties, shall be used by the Parties solely in connection with the Adversary Proceeding except as otherwise provided herein.

9. Any Party wishing to designate as “CONFIDENTIAL” portions or all of any deposition testimony may do so on the record during the deposition, or within five (5) business days after receipt of the final deposition transcript by providing written notice of the designation to the other Party and any other affected person(s). The Designating Party shall be responsible for ensuring that those portions of the deposition transcript designated as “CONFIDENTIAL” are appropriately marked and sealed by the reporter. To the extent that deposition testimony later designated “CONFIDENTIAL” is disclosed by a Party prior to the other Party’s designation of such testimony, such disclosure shall not constitute a breach of this Protective Order, but such testimony shall thereafter be deemed “CONFIDENTIAL” for all purposes as if it as been so designated at the time it was given.

10. Discovery Materials previously designated “CONFIDENTIAL” that are marked as exhibits during a deposition, hearing, trial or other proceeding in connection with the Adversary Proceeding shall be treated by the Parties as “CONFIDENTIAL.”

11. Whenever Discovery Materials designated as “CONFIDENTIAL” are to be discussed or disclosed in a deposition, hearing, trial or other proceeding in connection with the Adversary Proceeding, any Party discussing or disclosing such Discovery Materials must first exclude (when in deposition) or request that the Court exclude (when in a proceeding before the Court) from the room any person who is not ruled to receive or review such material under this Protective Order.

12. Any Discovery Materials that are produced without a “CONFIDENTIAL” designation may be subsequently redesignated by the Designating Party as “CONFIDENTIAL” upon supplemental written notice making such designations by specific reference to the Bates numbers of documents previously produced. Upon receipt of such notice, the previously produced Discovery Materials, including all copies thereof, whether electronic, hard copy, or otherwise, so designated shall be fully subject to this Protective Order. The Court’s entry of this Protective Order shall constitute authority pursuant to Del. Bankr. L.R. 9018-1(c) for the Parties to file future documents under seal without the necessity of filing a separate motion. As set forth in Del. Bankr. L.R. 9018-1(c), if Discovery Materials that are designated as “CONFIDENTIAL” are to be filed with the Court, such materials shall be filed in a prominently marked envelope with a cover sheet attached containing the caption, title of the Discovery Materials to be filed under seal, docket number of the Protective Order, and the legend “CONFIDENTIAL TO BE KEPT UNDER SEAL.”

13. The Parties agree that all persons employed, hired and/or retained by them who are given access to protected Discovery Materials will be instructed that such persons and the Parties are bound by the terms of this Protective Order. To that end, all persons described in sub-paragraphs 6(f), (g) and/or (h) must read and agree to be bound by this Protective Order by endorsing the certification attached hereto as *Exhibit A* (the "*Certification*"). No persons described in sub-paragraphs 6(f), (g) and/or (h) will be given access to protected Discovery Materials until they endorse the Certification.

14. Certifications shall not be filed with the Court but shall be maintained by the counsel authorizing the disclosure. If a witness refuses to execute a Certification, the Party seeking to disclose "CONFIDENTIAL" Discovery Materials to such person in accordance with the terms of this Protective Order may do so only in the course of testimony but not during preparation for testimony, and any disclosure in the course of testimony may be made only if (1) the Party shows the witness a copy of this Protective Order and requests that he or she read it and that he or she sign the Certification; and (2) the Party informs the witness that documents that will be shown to the witness are "CONFIDENTIAL" and that, under this Protective Order, such documents, testimony and/or information concerning them may not be disclosed to anyone except as provided in this Protective Order. This advice to a non-signing witness shall be made on the record at a deposition, hearing or other proceeding in connection with the Adversary Proceeding.

15. If any of the Parties receive a subpoena seeking, or court order requiring, the production or disclosure of any "CONFIDENTIAL" Discovery Materials received from a Designating Party, that Party shall give written notice to the Designating Party within three (3) business days of receipt of such subpoena or court order, and in no

event less than five (5) business days prior to the time for production of such Discovery Materials pursuant to the subpoena or court order. If such written notice cannot be made, the Party receiving the subpoena must immediately give notice to counsel for the Designating Party by telephone. In no event shall production or disclosure be made before notice is given, unless the Party receiving the subpoena or court order is prohibited by law or regulatory order from providing such notice. The purpose of this paragraph is to provide the Designating Party the opportunity to intervene at its own expense to object to the production of such Discovery Materials.

16. Any of the Parties may object at any time to the designation of any document as “CONFIDENTIAL” by the Designating Party. Any such objection must be in writing to the Designating Party and the objecting Party must meet and confer with the Designating Party to attempt to resolve the dispute. If the dispute is not resolved through this meet and confer process, the objecting Party may seek appropriate relief from the Court on an expedited basis. The Designating Party shall have the burden to demonstrate that the Discovery Materials that are the subject of any motion before the Court were properly designated pursuant to this Protective Order and applicable law. In the event that a large number of such Discovery Materials are in dispute, the Parties shall use their best efforts to agree upon a reasonable amount of time during which any Party may move the Court for appropriate relief. Any disputed Discovery Materials shall be treated in accordance with their designation under this Protective Order until the Court rules otherwise.

17. If one Party objects to the designation of any document as “CONFIDENTIAL” by a non-Party, that Party shall notify the designating non-Party and

any other Parties who received the disputed documents of such objection in writing. If the designation is not lifted by agreement of the designating non-Party, a motion may be brought to lift such designation. Until resolution of such a motion, the disputed Discovery Materials shall be treated in accordance with the non-Party's designation under this Protective Order.

18. The inadvertent production of any document or other disclosure of any document or information that the Designating Party contends is subject to the attorney-client privilege, work-product doctrine, or any other privilege or immunity-from disclosure shall not be deemed a waiver in whole or in part of the claim of privilege or protection, either as to the specific document or the information disclosed or as to any other document or information relating thereto. Within five (5) business days after the discovery of such production, the Designating Party shall provide written notice to the receiving Party that privileged documents or information have been produced or disclosed and request the return of such documents or information. Any document or portion of transcript, including all copies thereof, constituting or containing information as to which notice of such production is given shall be returned within five (5) business days of such demand.

19. If any Party objects to a claim of privilege pursuant to the preceding paragraph, it shall so notify the other Party in writing. The Parties shall attempt to resolve the dispute amicably within the five (5) business days following such written notice. If the dispute is not resolved, the Party claiming privilege may move the Court for a protective order concerning the document(s) at issue. From the time of the notification of production of privileged information, any documents or information as to which notice

is given shall be deemed and treated as privileged and shall not be used for any purpose until the Court enters an order ruling otherwise, or until the Parties otherwise agree.

20. Within sixty (60) days after entry of an order resolving or otherwise disposing of the Adversary Proceeding, a Designating Party may request the destruction or the return of all copies of all Discovery Materials produced in connection with the Adversary Proceeding (including excerpts and summaries), except those filed with the Court. If such a request is made in writing, the recipient of such a request shall have thirty (30) days in which to (a) return all copies of the Discovery Materials to counsel for the Designating Party, if so requested, or (b) destroy all copies of the Discovery Materials, if so requested, and, if the Discovery Materials are destroyed, to certify in writing to counsel for the Designating Party that such destruction has occurred.

21. Nothing in this Protective Order shall limit any Designating Party's use of its own documents or prevent any Designating Party from disclosing its own "CONFIDENTIAL" information to any person. Such disclosures shall not affect any "CONFIDENTIAL" designations made pursuant to the terms of this Protective Order so long as disclosure is made in a manner which is reasonably calculated to maintain the confidentiality of the information.

22. The designation of "CONFIDENTIAL" Discovery Materials in accordance with this Protective Order is intended solely to facilitate discovery in connection with the Adversary Proceeding. The designation of "CONFIDENTIAL" shall not be construed as an admission or concession that the designated Discovery Materials contain trade secrets or proprietary business information or otherwise contain confidential information.

23. Conversely, the failure to designate Discovery Materials as “CONFIDENTIAL” shall not constitute a waiver of any claim outside the Adversary Proceeding that such materials contain trade secrets or proprietary business information, or are otherwise confidential.

24. Nothing in this Protective Order shall relieve a Party of its obligations under the FRCP, the Bankruptcy Rules, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to discovery requests.

25. Nothing in this Protective Order shall be construed to affect in any way the admissibility of any document, testimony, or other evidence at any court hearing, trial or proceeding in the Adversary Proceeding.

26. By agreement of the Parties, the provisions of this Protective Order may be made automatically applicable to other proceedings related to the Adversary Proceeding.

27. This Protective Order may be signed in counterparts.


28. The Parties agree to be bound by the terms of this Protective Order upon the signing of the Protective Order by their respective Undersigned Counsel.

29. The Parties agree that until this Protective Order is entered by the Court, pursuant to Del. Bankr. L.R. 9018-1(d), all Discovery Materials that may be produced in connection with the Adversary Proceeding shall be treated as “CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY.”

30. The provisions of this Protective Order shall survive the conclusion of the Adversary Proceeding and shall continue in full force and effect.

31. Nothing in this Protective Order shall prejudice the right of any Party or non-Party to apply to the Court for a further protective order or other appropriate relief.

IT IS HEREBY STIPULATED AND AGREED BY:



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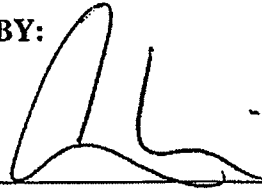
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*Counsel to the Official Committee of Unsecured
Creditors*

EXHIBIT A

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

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	:	No.: 10-50795 (KJC)
Plaintiff,	:	
	:	
-against-	:	
	:	
ADVANTA CORP.	:	
	:	
Defendant.	:	
	X	

CERTIFICATION

I certify that I have received and read a copy of the Protective Order² in connection with the above-captioned adversary proceeding (the “*Adversary Proceeding*”). I agree to be bound by it, and I understand that I may be subject to contempt proceedings in the United States Bankruptcy Court for the District of Delaware, if I violate it. I further understand that information designated as “CONFIDENTIAL” in the

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² “Protective Order” means the Protective Order Governing the Production of Confidential Materials entered on _____, 2010 [Adv. Docket No. ____].

Adversary Proceeding, and any notes, memoranda, or other forms of information derived from it, may not be used, copied, or disclosed by me to anyone else except in strict accordance with the Protective Order and then only for use in connection with the Adversary Proceeding.

Dated:

Name:
Title: