

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

**MOTION OF DEBTORS FOR AN ORDER PURSUANT TO
SECTIONS 105(a), 362(d), 363(b), AND 503(b) OF THE BANKRUPTCY
CODE (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE THEIR WORKERS'
COMPENSATION PROGRAMS AND THEIR LIABILITY, PROPERTY, AND
OTHER INSURANCE PROGRAMS AND (B) PAY CERTAIN OBLIGATIONS
IN RESPECT THEREOF AND (II) AUTHORIZING AND DIRECTING THE DEBTORS'
FINANCIAL INSTITUTIONS TO HONOR AND PROCESS
CHECKS AND TRANSFERS RELATED TO SUCH OBLIGATIONS**

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:

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Each of the Debtors (other than the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. The Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors' business and the background relating to events leading up to these chapter 11 cases can be found in the Declaration of William A. Rosoff in Support of the Debtors' Chapter 11 Petitions and First-Day Motions, filed on November 8, 2009 (the "*Rosoff Declaration*"), the date the Debtors filed their petitions (the "*Commencement Date*") under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"). As of the Commencement Date, the Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Further, a motion, pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*") for joint administration of the Debtors' Reorganization Cases is pending before the Court.

Relief Requested

1. By this motion (the “*Motion*”), the Debtors request, pursuant to sections 105(a), 362(d), 363(b), and 503(b) of the Bankruptcy Code, entry of the proposed order substantially in the form attached hereto as Exhibit “A,” (i) authorizing the Debtors to (a) continue their workers’ compensation program (the “*Workers’ Compensation Program*”) and their various liability, property, directors and officers’ liability, and other insurance programs (the “*General Insurance Programs*,” and, together with the Workers’ Compensation Program, the “*Insurance Programs*”) and (b) honor their undisputed prepetition obligations thereunder (the “*Insurance Obligations*”)² and (ii) authorizing the Debtors’ financial institutions to honor and process checks and transfers related to such obligations. As of the Commencement Date, the Debtors do not owe any amounts in respect of the Insurance Obligations. In support of the Motion, the Debtors submit the Rosoff Declaration, filed contemporaneously herewith.

2. To the extent any of the Debtors’ employees hold valid claims under the Workers’ Compensation Program, the Debtors also seek authorization to modify section 362 of the Bankruptcy Code (the “*Automatic Stay*”) to permit these employees to proceed with asserting and litigating their claims under the Workers’ Compensation Program and to permit the Debtors’ insurers and third party claims administrators to adjust, settle and/or pay, subject to and in accordance with the terms and conditions of the Workers’ Compensation Program, claims, defense costs and other costs under the Workers’ Compensation Program. This modification of the Automatic Stay pertains solely to claims under the Workers’ Compensation Program. Any

² In addition to the Insurance Programs discussed herein, the Debtors maintain numerous insurance programs with respect to, among other things, employee health, dental, disability, and life insurance benefits. These policies are addressed in a separate motion filed contemporaneously herewith pertaining to the Debtors’ employee wage policies and benefits programs.

claims relating to any of the General Insurance Programs or otherwise will remain subject to the Automatic Stay.

The Debtors' Insurance Programs and Related Obligations

3. In connection with the operation of their businesses, the Debtors maintain the Insurance Programs through several different insurance carriers (the “*Insurance Carriers*”) including, but not limited to, the Insurance Programs and Insurance Carriers identified in Exhibit “B” to this Motion. The Insurance Programs provide the Debtors with insurance coverage for liabilities relating to, among other things, workers’ compensation, general commercial claims, property damage, general foreign liability, directors’ and officers’ liability, fiduciary liability, computer crime liability, employment practices liability, bankers professional liability and various other product- and property-related and general liabilities. Continuation of these policies is essential to the operation of the Debtors’ businesses.

4. The Debtors are required to pay premiums under the Insurance Programs based upon fixed rates established by the applicable Insurance Carrier. The annual premiums for these policies aggregate approximately \$6.4 million of which \$46,080 relates to the Workers’ Compensation Program and approximately \$6.3 million relates to the General Insurance Programs. In addition to annual premiums, pursuant to certain of the Insurance Programs, the Debtors may be required to pay various deductibles and self-insured retention amounts for claims asserted under the policies. The amounts of the applicable deductibles and self-insured retention amounts are set forth in Exhibit “B.”

The Workers’ Compensation Program

5. Under the laws of the states in which they operate, the Debtors are required to maintain workers’ compensation coverage for their employees for claims arising

from or related to their employment with the Debtors.³ The Debtors' Workers' Compensation Program is comprised of a policy (including related agreements, the "*Valley Forge Workers' Compensation Policy*") with Valley Forge Insurance Company. Under the Valley Forge Workers' Compensation Policy, the Debtors are responsible for payment of a premium under the in the amount of \$46,080 for coverage over the November 1, 2009 through November 1, 2010 policy period (the "*Valley Forge Workers' Compensation Policy Premium*"). As of the Commencement Date, the Debtors do not owe any amounts on account of the Valley Forge Worker's Compensation Policy Premium.

Insurance Service Providers

6. The Debtors employ insurance brokers (the "*Insurance Service Providers*") to assist them with the procurement, placement, and negotiation of their Insurance Programs, and other related services, on behalf of the Debtors. Each of the Insurance Service Providers is paid a fee by the Debtors, a commission by the Insurance Carriers or a combination of both. Accordingly, there will be fees or commissions (or both) due to the Insurance Service Providers associated with policy renewals, and such fees and commissions will be paid as part of the premiums associated with such renewals. As of the Commencement Date, the Debtors estimate that there are no outstanding prepetition fees or commissions owed to the Insurance Service Providers. The Debtors are seeking authority to pay any such undisputed obligations, in their discretion, as they come due.

³ As of November 5, 2008, the Debtors estimate that there is only one workers' compensation claim outstanding in the amount of \$5,000.

Cause Exists to Authorize the Continuation of the Debtors' Insurance Programs and the Payment of the Debtors' Insurance Obligations

7. Pursuant to section 503(b)(1) of the Bankruptcy Code, a debtor may incur, and the court, after notice and a hearing, shall allow as administrative expenses, among other things, “the actual, necessary costs and expenses of preserving the estate.” In addition, pursuant to section 363(b) of the Bankruptcy Code, a debtor may, in the exercise of its sound business judgment and after notice and a hearing, use property of the estate outside of the ordinary course of business. Section 105(a) of the Bankruptcy Code further provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

The Debtors submit that the use of the estates' funds for payment of the Insurance Obligations is permitted by sections 503(b)(1), 363(b), and 105(a) as necessary costs of preserving the estates.

8. Many of the Debtors' obligations under their Insurance Programs constitute postpetition obligations of the Debtors' estates. To the extent, however, that the Insurance Obligations are prepetition claims, such obligations are necessary and appropriate, and may be authorized under sections 363(b) and 105(a) of the Bankruptcy Code pursuant to the “doctrine of necessity.” The “doctrine of necessity” functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to continued operation of the debtor); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989) (authorizing the payment of prepetition employee wages and benefits

while recognizing the judicial power to “authorize a debtor in a reorganization case to pay prepetition claims where such payment is essential to the continued operation of the debtor”); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that Bankruptcy Code section 105(a) “provides a statutory basis for the payment of pre-petition claims” under the doctrine of necessity and noting that the Supreme Court, the United States Court of Appeals for the Third Circuit, and the United States District Court for the District of Delaware all accept the authority of the bankruptcy court “to authorize payment of pre-petition claims when such payment is necessary for the debtor’s survival during chapter 11”); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (explaining that the doctrine of necessity is the standard in the Third Circuit for enabling a court to authorize the payment of prepetition claims prior to confirmation of a reorganization plan); *In re Motor Coach Industries International, Inc.*, 2009 WL 330993 (D. Del. Feb. 10, 2009) (denying a stay pending appeal on the grounds that there is not a serious basis to challenge the doctrine of necessity in the Third Circuit). The rationale for the “doctrine of necessity” is consistent with the paramount goal of chapter 11 – “facilitating the continued operation and rehabilitation of the debtor” *Ionosphere Clubs*, 98 B.R. at 176. Accordingly, pursuant to section 105(a) and 363(b) of the Bankruptcy Code, this Court is empowered to grant the relief requested herein.

9. The extent of the Debtors’ business operations make it essential for the Debtors to maintain their Insurance Programs on an ongoing and uninterrupted basis. The nonpayment of any premiums, deductibles, or related fees under one of the Insurance Programs could result in one or more of the Insurance Carriers terminating their existing policies,⁴ declining to renew their insurance policies or refusing to enter into new insurance agreements

⁴ The Debtors believe, however, that any unilateral attempt by an Insurance Carrier to terminate a prepetition policy would violate the automatic stay imposed by section 362(a) of the Bankruptcy Code.

with the Debtors in the future. If the Insurance Programs are allowed to lapse without renewal, the Debtors could be exposed to substantial liability for damages resulting to persons and property of the Debtors and others, which exposure could have an extremely negative impact on the Debtors. Furthermore, the Debtors would then be required to obtain replacement policies on an expedited basis at what they expect to be a significantly higher cost to their estates. Accordingly, the Debtors must be authorized to make all payments with respect to the Insurance Programs.

10. Moreover, the Workers' Compensation Program is vital to the Debtors' continued operations. Applicable state law mandates that the Debtors maintain workers' compensation coverage for their employees. Failure by the Debtors to pay the Valley Forge Worker's Compensation Policy Premium as and when it comes due would jeopardize their coverage and expose the Debtors to substantial liability in fines by various state workers' compensation boards.

11. In addition, the risk that eligible workers' compensation claimants will not receive timely payments for prepetition employment-related injuries could have a devastating effect on the financial well-being and morale of the Debtors' current employees – perhaps going as far as resulting in employee departures. Employee departures at this critical time may result in a severe disruption of the Debtors' businesses, with attendant damage to the value of the Debtors' assets and businesses. The retention of the Debtors' qualified and dedicated senior management is also linked to the continued effectiveness of the directors' and officers' liability insurance policies. Finally, pursuant to the terms of many of their real property leases, as well as the guidelines established by the United States Trustee for the District of Delaware (the “*U.S. Trustee*”), the Debtors are obligated to remain current with respect to certain of their primary

Insurance Programs. Therefore, the continuation of the Insurance Programs, on an uninterrupted basis, and the payment of all prepetition and postpetition Insurance Obligations arising under the Insurance Programs, are essential to preserve the Debtors' businesses and preserve the value of the Debtors' estates for all creditors.

12. Numerous courts in this district have granted similar relief in other large chapter 11 cases. *See, e.g., In re NTK Holdings, Inc.* Ch. 11 Case No. 09-13611 Case No. 09-13611 (KJC) (Bankr. D. Del. Oct. 23, 2009) [Docket No. 40]; *In re Freedom Commc 'ns Holdings, Inc.*, Ch. 11 Case No. 09-13046 (BLS) (Bankr. D. Del. Sept. 2, 2009) [Docket No. 35]; *In re Cynergy Data, LLC*, Ch. 11 Case No. 09-13038 (KG) (Bankr. D. Del. Sept. 2, 2009) [Docket No. 46]; *In re CommerceConnect Media Holdings, Inc.*, Ch. 11 Case No. 09-12765 (BLS) (Bankr. D. Del. Aug. 4, 2009) [Docket No. 34]; *In re Aleris Int'l, Inc.*, Ch. 11 Case No. 09-10478 (BLS) (Bankr. D. Del. Feb. 13, 2009) [Docket No. 43]; *In re Recycled Paper Greetings, Inc.*, Ch. 11 Case No. 09-10002 (KG) (Bankr. D. Del. Jan. 5, 2009) [Docket No. 50]; *In re Vertis Holdings, Inc.*, Case No. 08-11460 (CSS) (Bankr. D. Del. July 16, 2008) [Docket No. 47]; *In re Sharper Image Corp.*, Case No. 08-10322 (KG) (Bankr. D. Del. Feb. 20, 2008) [Docket No. 48]; *In re Charys Holding Company, Inc. and Crochet & Borel Servs., Inc.*, Case No. 08-10289 (BLS) (Bankr. D. Del. Feb. 15, 2008) [Docket No. 23]; *In re Am. LaFrance, LLC*, Case No. 08-10178 (BLS) (Bankr. D. Del. Jan. 30, 2008) [Docket No. 30]; *In re World Health Alternatives, Inc.*, Case No. 06-10166 (PJW) (Bankr. D. Del. Mar. 15, 2006) [Docket No. 150].

13. Accordingly, by this Motion, the Debtors seek authority pursuant to sections 503(b)(1), 363(b), and 105(a) of the Bankruptcy Code to honor their Insurance Obligations and continue their Insurance Programs uninterrupted, as such programs were in effect as of the Commencement Date.

**Debtors Seek a Waiver of the Automatic Stay
as it Applies to Valid Workers' Compensation Claims**

14. Section 362(a) of the Bankruptcy Code, commonly known as the “automatic stay,” operates to stay

- (1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title.

Section 362, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for “cause.”

15. To the extent the Debtors’ employees hold valid Workers’ Compensation Claims, the Debtors seek authority, under section 362(d) of the Bankruptcy Code, to permit these employees to proceed with their Workers’ Compensation Claims in the appropriate judicial or administrative forum. The Debtors believe cause exists to modify the automatic stay because staying the Workers’ Compensation Claims could have a detrimental effect on the financial well-being and morale of the Debtors’ employees and lead to the departure of employees. As discussed above, such departures could cause a severe disruption in the Debtors’ businesses to the detriment of all parties in interest. To this end, the Debtors seek to waive (i) the automatic stay as it relates to valid Workers’ Compensation Claims and (ii) the corresponding notice requirements under Bankruptcy Rule 4001(d).

16. Relief from the automatic stay was granted for these purposes in other cases in this district. *See, e.g., In re NTK Holdings, Inc.* Ch. 11 Case No. 09-13611 Case No. 09-13611 (KJC) (Bankr. D. Del. Oct. 23, 2009) [Docket No. 40]; *In re CommerceConnect Media Holdings, Inc.*, Ch. 11 Case No. 09-12765 (BLS) (Bankr. D. Del. Aug. 4, 2009) [Docket No. 34]; *In re Aleris Int’l, Inc.*, Ch. 11 Case No. 09-10478 (BLS) (Bankr. D. Del. Feb. 13, 2009) [Docket

No. 43]; *In re Recycled Paper Greetings, Inc.*, Ch. 11 Case No. 09-10002 (KG) (Bankr. D. Del. Jan. 5, 2009) [Docket No. 50]; *In re Vertis Holdings, Inc.*, Case No. 08-11460 (CSS) (Bankr. D. Del. July 16, 2008) [Docket No. 47]; *In re Sharper Image Corp.*, Case-No 08-10322 (KG) (Bankr. D. Del. Feb. 20, 2008) [Docket No. 48]; *In re Charys Holding Company, Inc. and Crochet & Borel Servs., Inc.*, Case No. 08-10289 (BLS) (Bankr. D. Del. Feb. 15, 2008) [Docket No. 23].

17. Pursuant to this Motion, the Debtors do not seek a waiver, termination, or modification of the automatic stay with respect to any other claims.

Reservation of Rights

18. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy or lease under section 365 of the Bankruptcy Code. Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

Request for Authority for Banks to Honor and Pay Checks Issued and Electronic Funds Transfers Requested to Pay Insurance Obligations

19. The Debtors further request that this Court authorize and direct all applicable banks and other financial institutions to receive, process, honor and pay any and all checks drawn or electronic funds transfers requested to pay Insurance Obligations, whether such checks were presented prior to or after the Commencement Date; provided however, that such checks or electronic funds transfers are identified by the Debtors as relating directly to the authorized payment of the Insurance Obligations. The Debtors also seek authority to issue new

postpetition checks, or effect new electronic funds transfers, on account of such claims to replace any prepetition checks or electronic funds transfer requests that may be dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases. The Debtors submit that they have sufficient liquidity to pay such amounts as they become due in the ordinary course of the Debtors' businesses.

The Relief Requested is Appropriate

20. As set forth above and in greater detail in the Rosoff Declaration, the relief requested herein is appropriate inasmuch as such relief will assist the Debtors in their restructuring efforts, with the least possible disruption or harm to their businesses. Based on the foregoing, the Debtors submit that the relief requested is necessary and appropriate, is in the best interests of their estates and creditors, and should be granted in all respects.

The Debtors Satisfy Bankruptcy Rule 6003

21. Bankruptcy Rule 6003 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 twenty days after the Commencement Date. As described above and in the Rosoff Declaration, the Debtors' business operations rely heavily on the Insurance Programs. Accordingly, the Debtors submit that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, the requirements of Bankruptcy Rule 6003 for expedited relief are 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

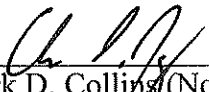
24. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) the Debtors' 30 largest unsecured creditors (on a consolidated basis); and (iii) Bank of New York Mellon as 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

25. 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. Colling (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
The Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

**ORDER PURSUANT TO SECTIONS 105(a), 362(d), 363(b), AND 503(b)
OF THE BANKRUPTCY CODE (I) AUTHORIZING THE DEBTORS TO (A)
CONTINUE THEIR WORKERS' COMPENSATION PROGRAMS AND THEIR
LIABILITY, PROPERTY, AND OTHER INSURANCE PROGRAMS AND (B) PAY
CERTAIN OBLIGATIONS IN RESPECT THEREOF AND (II) AUTHORIZING AND
DIRECTING THE DEBTORS' FINANCIAL INSTITUTIONS TO HONOR AND
PROCESS CHECKS AND TRANSFERS RELATED TO SUCH OBLIGATIONS**

Upon the motion (the “*Motion*”), dated November 8, 2009 of Advanta Corp. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”) pursuant to sections 105(a), 362(d), 363(b), and 503(b) of the Bankruptcy Code,² and Bankruptcy Rules 4001(d) and 6004(a), for authority to (a) continue their workers’ compensation programs and their liability, property and other insurance programs, including, but not limited to those insurance programs listed in Exhibit “1” annexed hereto (collectively, the “*Insurance Programs*”) and (b) pay all obligations in respect thereof, on an uninterrupted basis, consistent with their practices in effect prior to the commencement of the Debtors’ chapter 11 cases, including the payment of all premiums, premium finance payments, claims, deductibles,

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

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

retrospective adjustments, administrative and broker's fees, whether relating to the period prior to or after the commencement of these chapter 11 cases, 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 the Motion is granted to the extent set forth herein; and it is further

ORDERED that the Debtors are authorized and empowered but not required to maintain their Insurance Programs without interruption, on the same basis, and in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases; and it is further

ORDERED that the Debtors are authorized, but not required, to pay, in their sole discretion, all premiums, premium finance payments, claims, deductibles, retrospective adjustments, administrative and broker's fees, and all other obligations arising under the Insurance Programs (the "*Insurance Obligations*") including those Insurance Obligations that were due and payable or related to the period prior to the commencement of these chapter 11 cases without further Order of the Court; and it is further

ORDERED that the Debtors' banks or other financial institutions are authorized and directed to process, honor, and pay any checks drawn or electronic funds transfers requested on the Debtors' account to pay the Insurance Obligations and the costs and expenses incident thereto, whether those checks or electronic funds transfer requests were presented prior to or after the Commencement Date; and it is further

ORDERED that the Debtors are authorized to issue replacement checks, resubmit electronic funds transfer requests, or otherwise make payment to any Insurance Carriers or the Insurance Service Providers on account of Insurance Obligations without the need for further Court approval; and it is further

ORDERED that nothing herein (i) limits, or in any way affects, the Debtors' ability to dispute any claim or (ii) waives the Debtors' rights to contest any invoice or other claim of the Insurance Carriers under applicable nonbankruptcy law; and it is further

ORDERED that pursuant to section 362(d) of the Bankruptcy Code, to the extent any of the Debtors' employees hold claims under the Debtors' Workers' Compensation Programs, these employees are authorized, at the Debtors' direction, to proceed with their workers' compensation claims in the appropriate judicial or administrative forum under the Workers' Compensation Programs; and it is further

ORDERED that nothing contained in the Motion or in this Order (i) constitutes an assumption, adoption, or rejection of any executory contract or agreement between the Debtors and any third party or (ii) requires the Debtors to make any of the payments authorized herein; and it is further

ORDERED that Bankruptcy Rule 6003 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 is further

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

Dated: November __, 2009
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Insurance Programs

**MASTER SCHEDULE
ADVANTA CORP. AND DEBTOR AFFILIATES
INSURANCE PROVIDERS**

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
AXIS Insurance Company	MNN714089/01/2008	6/1/2008 – 6/1/2010	\$10,000,000	Primary Director & Officer.	\$0 – Non-indemnifiable \$2,000,000 – Indemnifiable	\$930,000.00
AXIS Insurance Company	MNN714088/01/2008	6/1/2008 – 6/1/2010	\$10,000,000	Primary Fiduciary.	\$100,000 – Claims not related to policyholder securities. \$500,000 – Claims involving securities of the policyholder	\$100,000.00
Federal Insurance Company	6804-5991	6/1/2008 – 6/1/2010	\$10,000,000 xs \$10,000,000	Includes Director & Officer and Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim.	\$815,000.00
National Union Fire Insurance Company	538-95-70	6/1/2008 – 6/1/2010	\$10,000,000 xs \$20,000,000	Includes Director & Officer and Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim.	\$647,925.00
Hudson Insurance Company	HN-0303-2239	6/1/2008 – 6/1/2010	\$5,000,000 xs \$30,000,000	Includes Director & Officer; does not recognize Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim.	\$244,465.00
Catlin Insurance Co	XSP-91773-0608	6/1/2008 – 6/1/2010	\$5,000,000 xs \$35,000,000	Blended policy: Director & Officer attaching at \$5,000,000 xs \$35,000,000; Fiduciary attaching \$5,000,000 xs \$30,000,000 (see policy XSP-95767-0609)	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$271,145.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Catlin Insurance Co	XSP-95767-0609	6/1/2009 – 6/1/2010	\$5,000,000 xs \$30,000,000	Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	Tied to above premium for policy XSP-91773-0608
XL Specialty Insurance Co	ELU105068-08	6/1/2008 – 6/1/2010	\$10,000,000 xs \$40,000,000	Recognizes depletion of limits by Director & Officer and Fiduciary claims	\$0 Retention. Policy is excess of underlying limits to the extent they are available.	\$450,000.00
National Union Fire Insurance Company	01-825-19-85	5/1/2009 – 5/1/2010	\$10,000,000	Primary	\$250,000	\$69,876.00
Berkley Regional Insurance Company	BFI 7000061-09	5/1/2009 – 5/1/2010	\$10,000,000 xs \$10,000,000	First Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$27,950.00
The Fidelity and Deposit Company of Maryland (Zurich)	FIB 0006576 02	5/1/2009 – 5/1/2010	\$10,000,000 xs \$20,000,000	Second Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$20,962.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Westchester Fire Insurance Company (ACE)	DOX G24580490 001	5/1/2009 – 5/1/2010	\$5,000,000 xs \$30,000,000	Third Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$10,050.00
National Union Fire Insurance Company	01-825-18-08	5/1/2009- 5/1/2010	\$10,000,000 xs Retention	Primary	\$250,000	\$29,947.00
Berkley Regional Insurance Company	BFI 7000062-09	5/1/2009- 5/1/2010	\$10,000,000 xs \$10,000,000	First Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$11,475.00
The Fidelity and Deposit Company of Maryland (Zurich)	FIB 0006577 02	5/1/2009- 5/1/2010	\$10,000,000 xs \$20,000,000	Second Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$8,606.00
Westchester Fire Insurance Company (ACE)	Dox G24579748 001	5/1/2009- 5/1/2010	\$5,000,000 xs \$30,000,000	Third Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$5,005.00
Zurich American Insurance Company	EPL 3681805-08	5/1/2009- 5/1/2010	\$15,000,000 xs	Primary	\$250,000	\$110,000.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Marsh LTD	QA0333208	6/1/2008-6/1/2010	10,000,000	Primary - for claims alleging acts before 6/1/2009	\$5,000,000	\$594,052.50
Marsh LTD	QA033108	6/1/2008-6/1/2010	\$5,000,000 xs \$10,000,000	First Excess - for claims alleging acts before 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$224,025.00
National Union Fire Insurance of Pittsburgh	00-571-04-63	6/1/2008-6/1/2010	\$10,000,000 xs \$15,000,000	Second Excess - for claims alleging acts before 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$289,801.85
Marsh LTD	B0509QA076408	6/1/2008-6/1/2010	\$5,000,000 xs \$25,000,000	Third Excess - for claims alleging acts before 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$170,863.15
Marsh LTD	B0509QA032909	6/1/2009-6/1/2010	\$5,000,000 xs	Primary - for claims alleging acts after 6/1/2009	\$1,000,000	\$206,025.00
Catlin	XSP-95766-0609	6/1/2009-6/1/2010	\$5,000,000 xs \$5,000,000	First Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$202,935.00
West Chester Surplus Lines Insurance Company	G24074523 001	6/1/2009-6/1/2010	\$10,000,000 xs \$10,000,000	Second Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$300,682.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Everest Idemnity Insurance Company	FL5EE00028-091	6/1/2009-6/1/2010	\$5,000,000 xs \$20,000,000	Third Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$142,837.59
Indian Harbor Insurance Company	ELU111652-09	6/1/2009-6/1/2010	\$5,000,000 xs \$25,000,000	Fourth Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$92,714.00
Zurich American Insurance Company	ERP913797304	11/01/2009-11/01/2010	\$40,000,000	Property/All Risk		\$82,497.00
National Union Fire Insurance Company	2099471022	11/01/2009-11/01/2010	1,000,000.00	General Liability	\$50,000 per occurrence. Exceptions for catastrophic perils: Earth Movement: 5% of the total insured values subject to a minimum of \$100,000 or \$250,000 depending upon the earthquake zone onto which the location maps; Flood: \$100,000 or \$500,000 depending upon the flood zone onto which the location maps	\$66,836.00
National Union Fire Insurance Company	2099470985	11/01/2009-11/01/2010	1,000,000.00	Automobile Liability		\$17,769.66
American Guarantee And Liability Insurance Company	AUC926326902	11/01/2009-11/01/2010	35,000,000.00	Umbrella/Excess		\$96,051.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Continental Insurance Company	PST295914341	11/01/2009-11/01/2010	1,000,000.00	Multi-Peril/Casualty		2,850.00
Valley Forge Insurance Company	2099471070	11/01/2009-11/01/2010	1,000,000.00	Workers' Compensation		46,080.00
Marsh Ltd (Broker) Lloyds of London (Insurance Carrier)	B0509ZF031109	11/01/2009-11/01/2010	\$10,000,000 while at the named locations in the policy. \$3,000,000 for a loss incurred while at any other location.	Insurance Coverage of Fine Arts		\$20,625.00

Exhibit B
Insurance Programs

**MASTER SCHEDULE
ADVANTA CORP. AND DEBTOR AFFILIATES
INSURANCE PROVIDERS**

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
AXIS Insurance Company	MNN714089/01/2008	6/1/2008 – 6/1/2010	\$10,000,000	Primary Director & Officer.	\$0 – Non-indemnifiable \$2,000,000 – Indemnifiable	\$930,000.00
AXIS Insurance Company	MNN714088/01/2008	6/1/2008 – 6/1/2010	\$10,000,000	Primary Fiduciary.	\$100,000 – Claims not related to policyholder securities. \$500,000 – Claims involving securities of the policyholder	\$100,000.00
Federal Insurance Company	6804-5991	6/1/2008 – 6/1/2010	\$10,000,000 xs \$10,000,000	Includes Director & Officer and Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim.	\$815,000.00
National Union Fire Insurance Company	538-95-70	6/1/2008 – 6/1/2010	\$10,000,000 xs \$20,000,000	Includes Director & Officer and Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim.	\$647,925.00
Hudson Insurance Company	HN-0303-2239	6/1/2008 – 6/1/2010	\$5,000,000 xs \$30,000,000	Includes Director & Officer; does not recognize Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$244,465.00
Catlin Insurance Co	XSP-91773-0608	6/1/2008 – 6/1/2010	\$5,000,000 xs \$35,000,000	Blended policy: Director & Officer attaching at \$5,000,000 xs \$35,000,000; Fiduciary attaching \$5,000,000 xs \$30,000,000 (see policy XSP-95767-0609)	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$271,145.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Catlin Insurance Co	XSP-95767-0609	6/1/2009 – 6/1/2010	\$5,000,000 xs \$30,000,000	Fiduciary	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	Tied to above premium for policy XSP-91773-0608
XL Specialty Insurance Co	ELU105068-08	6/1/2008 – 6/1/2010	\$10,000,000 xs \$40,000,000	Recognizes depletion of limits by Director & Officer and Fiduciary claims	\$0 Retention. Policy is excess of underlying limits to the extent they are available.	\$450,000.00
National Union Fire Insurance Company	01-825-19-85	5/1/2009 – 5/1/2010	\$10,000,000	Primary	\$250,000	\$69,876.00
Berkley Regional Insurance Company	BFI 7000061-09	5/1/2009 – 5/1/2010	\$10,000,000 xs \$10,000,000	First Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$27,950.00
The Fidelity and Deposit Company of Maryland (Zurich)	FIB 0006576 02	5/1/2009 – 5/1/2010	\$10,000,000 xs \$20,000,000	Second Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$20,962.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Westchester Fire Insurance Company (ACE)	DOX G24580490 001	5/1/2009 – 5/1/2010	\$5,000,000 xs \$30,000,000	Third Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$10,050.00
National Union Fire Insurance Company	01-825-18-08	5/1/2009- 5/1/2010	\$10,000,000 xs Retention	Primary	\$250,000	\$29,947.00
Berkley Regional Insurance Company	BFI 7000062-09	5/1/2009- 5/1/2010	\$10,000,000 xs \$10,000,000	First Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$11,475.00
The Fidelity and Deposit Company of Maryland (Zurich)	FIB 0006577 02	5/1/2009- 5/1/2010	\$10,000,000 xs \$20,000,000	Second Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$8,606.00
Westchester Fire Insurance Company (ACE)	Dox G24579748 001	5/1/2009- 5/1/2010	\$5,000,000 xs \$30,000,000	Third Excess	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$5,005.00
Zurich American Insurance Company	EPL 3681805-08	5/1/2009- 5/1/2010	\$15,000,000 xs	Primary	\$250,000	\$110,000.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Marsh LTD	QA0333208	6/1/2008-6/1/2010	10,000,000	Primary - for claims alleging acts before 6/1/2009	\$5,000,000	\$394,052.50
Marsh LTD	QA033108	6/1/2008-6/1/2010	\$5,000,000 xs \$10,000,000	First Excess - for claims alleging acts before 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$224,025.00
National Union Fire Insurance of Pittsburgh	00-571-04-63	6/1/2008-6/1/2010	\$10,000,000 xs \$15,000,000	Second Excess - for claims alleging acts before 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$289,801.85
Marsh LTD	B0509QA076408	6/1/2008-6/1/2010	\$5,000,000 xs \$25,000,000	Third Excess - for claims alleging acts before 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$170,863.15
Marsh LTD	B0509QA032909	6/1/2009-6/1/2010	\$5,000,000 xs	Primary - for claims alleging acts after 6/1/2009	\$1,000,000	\$206,025.00
Catlin	XSP-95766-0609	6/1/2009-6/1/2010	\$5,000,000 xs \$5,000,000	First Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same loss.	\$202,935.00
West Chester Surplus Lines Insurance Company	G24074523 001	6/1/2009-6/1/2010	\$10,000,000 xs \$10,000,000	Second Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$300,682.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Everest Indemnity Insurance Company	FL5EE00028-091	6/1/2009-6/1/2010	\$5,000,000 xs \$20,000,000	Third Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$142,837.59
Indian Harbor Insurance Company	ELU111652-09	6/1/2009-6/1/2010	\$5,000,000 xs \$25,000,000	Fourth Excess - for claims alleging acts after 6/1/2009	Once the primary retention and underlying limit are exhausted no additional retention applies to excess coverage for same claim	\$92,714.00
Zurich American Insurance Company	ERP913797304	11/01/2009-11/01/2010	\$40,000,000	Property/All Risk		\$82,497.00
National Union Fire Insurance Company	2099471022	11/01/2009-11/01/2010	1,000,000.00	General Liability	\$50,000 per occurrence. Exceptions for catastrophic perils: Earth Movement: 5% of the total insured values subject to a minimum of \$100,000 or \$250,000 depending upon the earthquake zone onto which the location maps; Flood: \$100,000 or \$500,000 depending upon the flood zone onto which the location maps	\$66,836.00
National Union Fire Insurance Company	2099470985	11/01/2009-11/01/2010	1,000,000.00	Automobile Liability		\$17,769.66
American Guarantee And Liability Insurance Company	AUC926326902	11/01/2009-11/01/2010	35,000,000.00	Umbrella/Excess		\$96,051.00

CARRIER	POLICY NUMBER	EFFECTIVE DATES	LIMIT	COVERAGE	SELF-INSURED RETENTION (Applies Per Claim)	PREMIUM
Continental Insurance Company	PST295914341	11/01/2009-11/01/2010	1,000,000.00	Multi-Peril/Casualty		2,850.00
Valley Forge Insurance Company	2099471070	11/01/2009-11/01/2010	1,000,000.00	Workers' Compensation		46,080.00
Marsh Ltd (Broker) Lloyds of London (Insurance Carrier)	B0509ZF031109	11/01/2009-11/01/2010	\$10,000,000 while at the named locations in the policy. \$3,000,000 for a loss incurred while at any other location.	Insurance Coverage of Fine Arts		\$20,625.00