

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

ORIGINAL

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<i>In re</i>	:	Chapter 11
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ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-13931 (KJC)
	:	(Joint Administration Requested)
Debtors. ¹	:	
	:	Re: Docket No. 6
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**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" attached 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,

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.

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

including the payment of all premiums, premium finance payments, claims, deductibles, 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 10, 2009
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1
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	BF1 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