

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : Chapter 11
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ADVANTA CORP., *et al.*, : Case No. 09-13931 (KJC)
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Debtors.¹ : (Jointly Administered)
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**ORDER PURSUANT TO SECTIONS 330 AND 331 OF THE BANKRUPTCY CODE
AND BANKRUPTCY RULE 2016 IMPLEMENTING CERTAIN PROCEDURES FOR
THE INTERIM COMPENSATION AND REIMBURSEMENT OF PROFESSIONALS**

Upon the motion dated November 16, 2009 (the “*Motion*”) of Advanta Corp. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 330 and 331 of title 11 of the Bankruptcy Code² and Bankruptcy Rule 2016 to implement certain procedures (the “*Procedures*”) for the orderly submission, review, and adjudication of applications for (a) the interim compensation of fees and reimbursement of expenses of attorneys and other professionals retained pursuant to sections 327 or 1103 of the

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), Great Expectations Management Corp. (3328), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), and Advanta Credit Card Receivables Corp. (7955). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5. Las Vegas, NV 89119, and 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.

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Bankruptcy Code (collectively, the “*Professionals*”)³ and (b) the interim reimbursement of expenses of members of any statutory committee appointed in these cases, as more fully described in the Motion; and the 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 requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and the relief requested in the Motion being in the best interests of the Debtors and their respective estates; and the Court having reviewed the Motion; 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 the Court, and upon the record of the hearing on the Motion, and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the following Procedures are approved:

Monthly Fee Applications

- (a) Each professional may file a monthly application (a “**Monthly Fee Application**”) for interim approval and allowance of compensation for services rendered and reimbursement of expenses incurred during any preceding month or months.
- (b) In connection with the Monthly Fee Application of any counsel to a statutory committee, each member of any such committee may submit statements of expenses (excluding third-party counsel expenses of individual committee members) with supporting documentation to the committee’s counsel, which, shall, in turn, submit the statements with supporting documentation for reimbursement with its Monthly Fee Application.

³ Excluded from “Professionals” and, accordingly, the Procedures, are certain professional used in the ordinary course of the Debtors’ operations whose estimated monthly fees and expenses do not exceed \$75,000 per a three month period. The Debtors have filed or will file a motion to retain such professionals and to implement separate compensation and reimbursement procedures for such professionals.

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- (c) The first Monthly Fee Application shall include at least the period from the Commencement Date to the end of the first full month after the commencement of these chapter 11 cases. Professionals may file a Monthly Fee Application on or before the last day of each month following the month for which compensation is sought, but not before the 15 day of any such month.
- (d) Each Professional shall serve its Monthly Fee Applications upon each of the following parties:
 - (i) the Debtors, Advanta Corp., P.O. Box 844, Spring House, Pennsylvania 19477-844 (Attn: Philip M. Browne);
 - (ii) counsel to the Debtors, Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Robert L. Lemons, Esq.);
 - (iii) local counsel to the Debtors, Richards Finger & Layton, P.A. One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Chun I. Jang, Esq.);
 - (iv) counsel to any statutory committee; and
 - (v) the Office of the United States Trustee, District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Dave Klauder, Esq.) (collectively, the “*Fee Application Notice Parties*”).

No further notice is necessary.

- (e) Any Professional that fails to file a Monthly Fee Application for a particular month or months may subsequently submit a consolidated Monthly Fee Application for a particular month or months subject to paragraph (c) above.
- (f) The deadline to object to any Monthly Fee Application is **4:00 p.m. (Eastern Time)** on the **20th day** (or the next business day if such day is not a business day) following service of the Monthly Fee Application (the “*Objection Deadline*”).
- (g) To object to a Professional’s Monthly Fee Application, the Fee Application Notice Party must (i) file an objection on or before the Objection Deadline and (ii) serve the objection upon the affected Professional and the Fee Application Notice Parties such that each party receives the objection on or before the Objection Deadline.
- (h) Upon the expiration of the Objection Deadline, a Professional may file a certificate of no objection (a “*CNO*”) with the Court with respect to any



portion of the fees and expenses not subject to objection. After a Professional files a CNO, the Debtors shall pay the Professional eighty percent (80%) of the fees and one-hundred percent (100%) of the expenses requested in the applicable Monthly Fee Application that are not subject to a objection.

- (i) If a portion of the fees and expenses requested in a Monthly Fee Application is subject to an objection and the parties are unable to reach a consensual resolution, the Professional may (i) request the Court approve of the amounts subject to objection or (ii) forego payment of such amounts until the next hearing to consider interim or final fee applications, at which time the Court will adjudicate any outstanding objections.

Interim Fee Applications

- (a) Periodically, each of the Professionals may file with the Court an application (an “*Interim Fee Application*”) for interim approval and allowance of compensation and reimbursement of expenses sought by such Professional in its Monthly Fee Applications filed during the preceding interim period (the “*Interim Fee Period*”) including any holdbacks. The initial Interim Fee Period shall include the period from the Commencement Date to the end of the first full four months following the commencement of these chapter 11 cases. Thereafter, Interim Fee Periods shall be every four months after the initial Interim Fee Period.
- (b) Professionals shall file their Interim Fee Applications on or before the **45th day** following the end of each Interim Fee Period.
- (c) The Interim Fee Application shall substantially conform to Exhibit “1” attached hereto and include a brief description identifying the following:
 - (i) the Monthly Fee Applications that are the subject of the request;
 - (ii) the amount of fees and expenses requested;
 - (iii) the amount of fees and expenses paid to date or subject to an objection;
 - (iv) the deadline for parties other than the Fee Application Notice Parties to file additional objections to the Interim Fee Application; and
 - (v) any other information requested by the Court or required by the Local Rules.
- (d) Each Professional shall serve the interim and final fee application upon (a) the Fee Application Notice Parties and (b) all parties that requested



notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. No further notice is necessary.

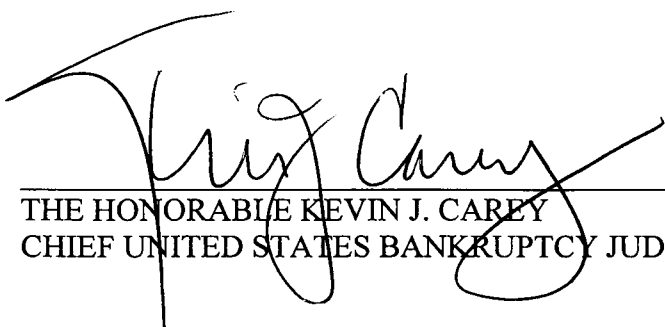
- (e) The Debtors will request that the Court schedule a hearing to consider any Interim Fee Applications at least once every six months or at such other intervals as the Court deems appropriate. The Debtors shall serve notice of any such hearing upon (a) the Fee Application Notice Parties and (b) all parties that requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. No further notice is necessary.
- (f) If no objections are pending, the Court may grant an Interim Fee Application without a hearing.
- (g) A pending objection to compensation or reimbursement of any Professional does not disqualify a Professional from future compensation or reimbursement.
- (h) Any Professional that fails to file a Monthly Fee Application or an Interim Fee Application when due or permitted shall not receive further interim compensation or reimbursement until the Professional submits any outstanding Monthly or Interim Fee Applications. There are no other penalties for failing to file a Monthly or Interim Fee Application.
- (i) Neither (i) the payment of, or the failure to pay, in whole or in part, any interim compensation and reimbursement to a Professional nor (ii) the filing of, or failure to file an objection, will bind any party in interest or the Court with respect to the final allowance of any compensation of fees for services rendered or reimbursement of expenses incurred. All fees and expenses paid to Professionals under these procedures are subject to disgorgement until final allowance by the Court.
- (j) The Debtors will include all payments made to Professionals in accordance with these procedures in their monthly operating report and identify the amount paid to each of the Professionals.

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: December 3, 2009
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE

