

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

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

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

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

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 but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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

ORDERED that all relief granted in the Interim Order is hereby granted on a final basis except with respect to PECO Energy Company ("PECO");³ and it is further

ORDERED that absent compliance with the procedures contained herein for requesting additional assurance, all Utility Companies listed on the Utility Service List, annexed hereto as Exhibit "1," are (i) prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of any unpaid prepetition charges, (ii) discriminating against the Debtors, or (iii) requiring payment of a deposit or receipt or any other security for continued service as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices other than (x) the amount equal to the Debtors' approximate aggregate cost of Utility Services for a two week period, calculated as a historical average over the 12 months between October 1,

³ The Debtors have entered into a separate agreement with PECO and PECO shall be exempted from this Order.

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2008 and September 30, 2009 (the “*Adequate Assurance Deposit*”), but not including the cost of Utility Services for any Utility Company already holding a letter of credit, into a segregated account (the “*Utility Deposit Account*”) for the benefit of all Utility Companies and (y) the letter of credit such Utility Company held prepetition (together with the Adequate Assurance Deposit, the “*Proposed Adequate Assurance*”); and it is further

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

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

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

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for the Debtors (at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the reorganized Debtors); and it is further

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

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

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

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

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- c. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have the greater of (i) 14 days from the receipt of such Additional Assurance Request and (ii) 30 days from the Commencement Date (collectively, the "**Resolution Period**") to negotiate with the requesting Utility Company and resolve its Additional Assurance Request.
- d. The Debtors may, in their sole discretion and without further order of this Court, resolve any Additional Assurance Request and/or Determination Motion (as defined below) by mutual agreement with the requesting Utility Company. In connection with any such agreement, the Debtors may, without further order of this Court, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security; provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official statutory committee appointed in the cases and/or the Office of the United States Trustee upon demand.
- e. If the Debtors are unable to reach a resolution with the Utility Company during the Resolution Period, the Debtors will file a motion with the Court seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the "**Determination Motion**") pursuant to section 366(c)(3) of the Bankruptcy Code. Pending the Court's determination of the Determination Motion, the applicable Utility Company may not alter process, or discontinue service to the Debtors or discriminate against the Debtors based on any prepetition charges.

and it is further

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

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



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

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

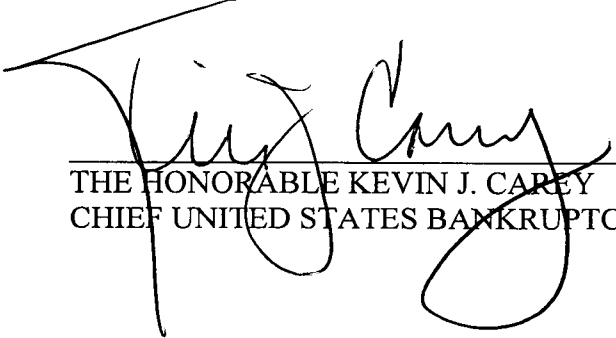
ORDERED that the Debtors' service of the Motion, the Interim Order, or this Final Order upon a company, or a Utility Company's inclusion on the Utility Service List, shall not constitute an admission or concession that such entity is a utility within the meaning of section 366 of the Bankruptcy Code,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

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

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

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

Dated: December 3, 2009
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE

