

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

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In re:	:	Chapter 11
	:	
PENSON WORLDWIDE, <i>et al.</i> , <sup>1</sup>	:	Case No. 13-10061 (PJW)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	:	<b>Objection Deadline: To be Determined</b>
-----	X	<b>Hearing Date: To be Determined</b>

**DEBTORS' FIRST OMNIBUS MOTION  
TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES AS OF THE PETITION DATE**

*Non-debtor parties to the executory contracts and unexpired leases receiving this Motion should locate their names and respective agreements on Exhibit 1 to the Proposed Order.*

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby move this Court (the “Motion”) for entry of an order authorizing the Debtors to reject certain executory contracts and unexpired leases *nunc pro tunc* to the Petition Date (as defined below). In support of the Motion, the Debtors, by and through their proposed undersigned counsel, respectfully represent as follows:

**JURISDICTION**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Penson Worldwide, Inc. (6356); SAI Holdings, Inc. (3657); Penson Financial Services, Inc. (3990); Penson Financial Futures, Inc. (6207); Penson Holdings, Inc. (4821); Penson Execution Services, Inc. (9338); Nexa Technologies, Inc. (7424); GHP1, Inc. (1377); GHP2, LLC (1374); and Penson Futures (6207). The Debtors’ mailing address is 800 Klein Road, Suite 200, Plano, Texas 75074.



2. The statutory predicates for the relief requested herein are sections 105(a) and 365(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

### **BACKGROUND**

3. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”).

4. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are consolidated for procedural purposes only and are jointly administered pursuant to Bankruptcy Rule 1015(b). No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

5. Additional information regarding the events leading up to the Petition Date and the facts and circumstances supporting the relief requested herein are set forth in the *Declaration of Bryce B. Engel in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”) [Docket No. 2].

### **The Executory Contracts and Unexpired Leases**<sup>2</sup>

6. The Debtors are currently in the process of winding down their business operations and liquidating their remaining assets. As a part of this process, the Debtors have reviewed and analyzed their contractual obligations and identified those executory contracts and unexpired leases that no longer serve any business purpose and are burdensome to the Debtors’ estates (collectively, the “Contracts”). A list of each of the identified Contracts is attached as

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<sup>2</sup> The summary set forth herein is qualified in its entirety by the respective terms of the Contracts. The respective terms of the Contracts shall control in the event of a conflict.

**Exhibit 1** (the “Contract Schedule”) to the attached proposed order. The Debtors are seeking to reject the Contracts as of the Petition Date.

**RELIEF REQUESTED**

7. By this Motion, the Debtors seek entry of an order authorizing them to reject the Contracts *nunc pro tunc* to the Petition Date.

**Rejection of the Contracts  
Reflects the Debtors’ Sound Business Judgment**

8. Section 365(a) of the Bankruptcy Code provides, in relevant part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” See also Univ. Med. Ctr. v. Sullivan (In re University Med. Ctr.), 973 F.2d 1065, 1075 (3d Cir. 1992). Section 365 “allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” In re Rickel home Centers, Inc., 209 F.3d 291, 298 (3d Cir. 2000) (quoting Stewart Title Guar. Co. v. Old Republic Nat’l Title Co., 83 F.3d 735, 741 (5th Cir. 1996)).

9. The decision to assume or reject an executory contract or unexpired lease is a matter within the “business judgment” of the debtor. See In re Taylor, 913 F.2d 102, 107 (3d Cir. 1990); Nat’l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco), 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); see also In re Federal Mogul Global, Inc., 293 B.R. 124, 126 (D. Del. 2003); In re HQ Global Holdings, Inc., 290 B.R. 507, 511 (Bankr. D. Del. 2003). The business judgment standard mandates that a court approve a debtor’s business decision, unless the decision “is the product of bad faith, or whim, or caprice.” In re Trans World Airlines, Inc., 261 B.R. 103, 121 (Bankr. D. Del. 2001) (internal citations omitted); see also Summit Land Co. v. Allen (In re Summit Land Co.), 13 B.R. 310, 315 (Bankr. D. Utah

1981) (“In any event, court approval under Section 365(a), if required, except in extraordinary situations, should be granted as a matter of course.”).

10. The Debtors believe that rejection of the Contracts *nunc pro tunc* to the Petition Date is well within the Debtors’ business judgment and is in the best interests of their estates and creditors. The Contracts no longer serve any business purpose. Further, the Contracts are not a source of potential value for the estates or creditors, as the Debtors also believe that any continued expense in maintaining the Contracts and attempting to market the Contracts would likely outweigh, if not eclipse, any benefit in attempting to identify a potential acquirer of the Contracts, and these continuing expenses would unnecessarily deplete assets of their estates to the detriment of other creditors. Accordingly, the decision to reject the Contracts is a proper exercise of the Debtors’ business judgment, and rejection of the Contracts should therefore be approved pursuant to section 365 (a) of the Bankruptcy Code.

**Nunc Pro Tunc Rejection Is Appropriate**

11. The Debtors also respectfully submit that it is appropriate for the Court to authorize the rejection of the Contracts *nunc pro tunc* to the Petition Date. While section 365 of the Bankruptcy Code does not specifically address whether the Court may order rejection to be effective retroactively, many courts have held that bankruptcy courts may authorize rejection retroactive to a date prior to entry of the order authorizing rejection. See Republic Underwriters Ins. Co. v. DBSI Republic, LLC (In re DBSI, Inc.), 409 B.R. 720, 734 (Bankr. D. Del. 2009) (providing that a bankruptcy court may enter a lease rejection order with an effective date earlier than the date the order is entered); In re Chi-Chi’s, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (acknowledging that bankruptcy court may approve a rejection retroactive to the date the motion is filed after balancing the equities in a particular case); BP Energy Co. v. Bethlehem Steel Corp., No. 02-civ-6419, 2002 WL 31548723, at \*2-3 (S.D.N.Y. Nov. 15, 2002) (finding that

bankruptcy courts' equitable powers allow for retroactive rejection date of executory contracts when favored by "balance of equities"). Further, section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

12. Here, the balance of equities favors authorizing the Debtors to reject the Contracts *nunc pro tunc* to the Petition Date. Any postponement of the effective date of rejection of the Contracts may potentially cause the Debtors to incur unnecessary administrative expenses under the Contracts without providing accompanying tangible benefits to the Debtors' estates. Further, allowing the Debtors to reject the Contracts will not unduly prejudice the counterparties to these agreements because such counterparties will receive notice of the Motion and, therefore, will have sufficient opportunity to object if they so choose.

13. Courts in this jurisdiction and elsewhere have approved relief similar to that requested herein. See In re Friendly Ice Cream Corp., Case No. 11-13167 (KG) (Bankr. D. Del. Oct. 24, 2011) (authorizing rejection of leases and abandonment of property *nunc pro tunc* to date debtors vacated premises); In re Archbrook Laguna Holdings LLC, Case No. 11-13292 (SCC) (Bankr. S.D.N.Y. Sept. 7, 2011) (authorizing rejection of employment agreement *nunc pro tunc* to prior notice date); In re Harry & David Holdings, Inc., Case No. 11-10884 (MFW) (Bankr. D. Del. Apr. 27, 2011) (authorizing rejection of leases *nunc pro tunc* to petition date); In re TerreStar Networks Inc., Case No. 10-15446 (SHL) (Bankr. S.D.N.Y. Mar. 23, 2011) (authorizing rejection of executory contracts, including employment agreements, *nunc pro tunc* to prior notice date); In re CB Holding Corp., Case No. 10-13683 (MFW) (Bankr. D. Del. Dec. 13, 2010) (same); Magnachip Semiconductor Finance Co., Case No. 09-12008 (PJW) (Bankr. D. Del. July 8, 2009) (authorizing rejection of executory contracts *nunc pro tunc* to petition date); In

re Visteon Corp., Case No. 09-11786 (CSS) (Bankr. D. Del. June 23, 2009) (authorizing rejection of leases *nunc pro tunc* to petition date); In re Sun-Times Media Grp., Inc., Case No. 09-11092 (CSS) (Bankr. D. Del. Apr. 28, 2009) (same); In re Buffets Holdings, Inc., Case No. 08-10141 (MFW) (Bankr. D. Del. Feb. 13, 2008) (authorizing rejection of leases and abandonment of property *nunc pro tunc* to petition date). The Debtors submits that similar relief is warranted in the Chapter 11 Cases.

### **Abandonment of Personal Property**

14. To the extent the Debtors currently hold any de minimis personal property in the locations covered by the unexpired leases, including, but not limited to, personal property, furniture, fixtures and/or equipment (collectively, “Personal Property”), the Debtors request that such Personal Property be deemed abandoned pursuant to section 554 of the Bankruptcy Code.

15. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a).

16. The Debtors submit that any Personal Property remaining at the unexpired lease locations will be of inconsequential value or burdensome to the Debtors’ estates to remove. The Debtors believe the cost of retrieving, marketing and reselling the abandoned Personal Property far outweighs any recovery the Debtors could hope to attain for the Personal Property. Accordingly, the Debtors have determined that the abandonment of any such Personal Property is in the best interests of the Debtors, their estates and creditors.

17. Based upon the foregoing facts and circumstances, the Debtors submit that the abandonment of the Personal Property, in the manner set forth above, is supported by sound business judgment, and is necessary, prudent and in the best interests of the Debtors, their estates, creditors and parties in interest.

**WAIVER OF BANKRUPTCY RULES 6004(a) AND (h)**

18. To implement the foregoing successfully, the Debtors seeks a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) to the extent applicable.

**RESERVATION OF RIGHTS**

19. Nothing contained herein is intended or should be construed as an admission of the validity of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy Code. The Debtors expressly reserve their right to contest any invoice or claim related to the relief requested herein in accordance with applicable law.

**NOTICE**

20. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (iii) counsel for the Second Lien Noteholders Committee; (iv) counsel for the Convertible Noteholders Committee; and (v) the counterparties to the Contracts.

**CONCLUSION**

WHEREFORE, the Debtors request that this Court enter the Order in the form attached hereto as **Exhibit A** granting the relief requested in this Motion and such other and further relief as is necessary or appropriate.

Dated: January 11, 2013  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Kenneth J. Enos

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Facsimile: (212) 757-3990

*Proposed Counsel to the Debtors and  
Debtors in Possession*



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

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In re: : Chapter 11  
: :  
PENSON WORLDWIDE, *et al.*,<sup>1</sup> : Case No. 13-10061 (PJW)  
: :  
Debtors. : (Joint Administration Requested)  
: :  
: **Obj. Deadline: TBD**  
: **Hearing Date: TBD**  
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**NOTICE OF MOTION**

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) THE DEBTORS' THIRTY (30) LARGEST UNSECURED CREDITORS ON A CONSOLIDATED BASIS; (III) COUNSEL FOR THE SECOND LIEN NOTEHOLDERS COMMITTEE; (IV) COUNSEL FOR THE CONVERTIBLE NOTEHOLDERS COMMITTEE; AND (V) THE COUNTERPARTIES TO THE CONTRACTS.

PLEASE TAKE NOTICE that the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") have filed the attached **Debtors' First Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases as of the Petition Date** (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that responses to the Motion, if any, are required to be filed on or before **a date and time to be determined** (the "Objection Deadline") with the United States Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must also serve a copy of the response upon the Debtors' proposed undersigned counsel so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON **A DATE AND TIME TO BE DETERMINED**, BEFORE THE HONORABLE PETER J. WALSH AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 6TH FLOOR, COURTROOM #2, WILMINGTON, DELAWARE 19801.

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Penson Worldwide, Inc. (6356); SAI Holdings, Inc. (3657); Penson Financial Services, Inc. (3990); Penson Financial Futures, Inc. (6207); Penson Holdings, Inc. (4821); Penson Execution Services, Inc. (9338); Nexa Technologies, Inc. (7424); GHP1, Inc. (1377); GHP2, LLC (1374); and Penson Futures (6207). The Debtors' mailing address is 800 Klein Road, Suite 200, Plano, Texas 75074.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: January 11, 2013  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

*/s/ Kenneth J. Enos*

Pauline K. Morgan (No. 3650)

M. Blake Cleary (No. 3614)

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*Proposed Counsel to the Debtors and  
Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

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

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In re:	:	Chapter 11
	:	
PENSON WORLDWIDE, <i>et al.</i> , <sup>1</sup>	:	Case No. 13-10061 (PJW)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Re: Docket No. ____
	X	

**ORDER APPROVING DEBTORS' FIRST OMNIBUS MOTION  
TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES AS OF THE PETITION DATE**

Upon consideration of the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), seeking entry of an order authorizing the Debtors to reject certain executory contracts and unexpired leases *nunc pro tunc* to the Petition Date, all as more fully described in the Motion; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing and all of the proceedings had before the Court; and

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Penson Worldwide, Inc. (6356); SAI Holdings, Inc. (3657); Penson Financial Services, Inc. (3990); Penson Financial Futures, Inc. (6207); Penson Holdings, Inc. (4821); Penson Execution Services, Inc. (9338); Nexa Technologies, Inc. (7424); GHP1, Inc. (1377); GHP2, LLC (1374); and Penson Futures (6207). The Debtors' mailing address is 800 Klein Road, Suite 200, Plano, Texas 75074.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor:

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. The Motion is GRANTED.
2. The Contracts listed on **Exhibit 1** attached hereto are deemed rejected *nunc pro tunc* to the Petition Date.
3. The Debtors are authorized to abandon, as of the Petition Date, the Personal Property remaining at the unexpired lease locations.
4. All Personal Property remaining at the unexpired lease locations, as of the Petition Date, is deemed abandoned.
5. Nothing in this Order or the Motion shall be construed as prejudicing any rights the Debtors may have to dispute or contest the amount of or basis for any claims asserted against the Debtors arising in connection with the rejection of the Contracts or as an admission as to the validity or priority of any claim against the Debtors.
6. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code and all such rights are reserved.
7. Notice of the Motion as provided therein shall be deemed good and sufficient notice, and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice or otherwise deemed waived to the extent applicable.

8. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

10. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

11. The Courts shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2013  
Wilmington, Delaware

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PETER J. WALSH  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

Non-Debtor Contract Counterparty	Contract Description	Debtor Counterparty	Address	Address2	City	State	Province/Territory	Country
1700 Pacific Conference Center	Conference Facilities Agreement	PFSI	1700 Pacific Avenue		Dallas	TX		United States
Accuvant	Accuvant MSA	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuvant	Aruba Wireless Network Support	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuvant	BIG-IP Traffic Manager Support for F5	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuvant	FW Maintenance	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuvant	Maintenance & Support - Imperva Database Access Security	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Advanced Personnel Systems, Inc. (APS)	SmartSearch	PWI	4167 Avenida de la Plata	Suite 126	Oceanside	CA		United States
Advanced Trading Solutions, Inc. (V14069)	Software License Agreement - QMON	PFSI	761 Palmer Avenue	Suite 214	Holmdel	NJ		United States
Advanced Trading Solutions, Inc. (V14069)	Software License Agreement - TREX	PFSI	761 Palmer Avenue	Suite 214	Holmdel	NJ		United States
Advent Software Inc	Provider Participation Agreement	PFSI	600 Townsend Street		San Francisco	CA		United States
Advent Software Inc	Provider Participation Agreement Ridge	PFSI	600 Townsend Street		San Francisco	CA		United States
AIT Technologies - V14224	AVST CallXpress: Maintenance/Support	PFSI	PO Box 150884		Arlington	TX		United States
AlphaTrust (V12887)	Technical Support / Software Maintenance	PFSI	8226 DOUGLAS AVE	SUITE 625	DALLAS	TX		United States
American Telesis	Automatic Ring Down Service: PEN1001	PFSI	P.O. Box 6659		Hilton Head Island	NC		United States
Anreder & Company	Post - IPO Investor Relations Services	PWI	286 Madison Ave.	Suite 907	New York	NY		United States
AT&T	High Speed Internet 214 720 0758 121 4	PFSI	PO Box 105414		Atlanta	GA		United States
AT&T	Wireless Account Number 144011084229	NEXA	PO Box 105414		Atlanta	GA		United States
AT&T	Wireless Account Number 418013407230	NEXA	PO Box 105414		Atlanta	GA		United States
AT&T Mobility / Wireless	ATT Wireless- Digital Advantage Agreement Version 6-A	PFSI	5601 Legacy Drive		Plano	TX		United States
AtTask Inc.	AtTask License Order Form (Additional Licenses)	PFSI	1313 N RESEARCH WAY		OREM	UT		United States
AtTask Inc.	AtTask License Order Form June 2008	PFSI	1313 N RESEARCH WAY		OREM	UT		United States
AtTask Inc.	AtTask License Order Form June 2011	PWI	1313 N RESEARCH WAY		OREM	UT		United States
AtTask Inc.	Master Software License and Service Agreement	PFSI	1313 N RESEARCH WAY		OREM	UT		United States
AvePoint, Inc. (V12447)	Administrative Solution and Backup/Recovery for SharePoint	PFSI	Haborside Financial Center, Plaza 10	3 Second Street, 9th Floor	Jersey City	NJ		United States
Axway (V14011)	Secure Transport Maintenance - FTP Appliance	PFSI	1600 Seaport Blvd	South Bldg / Suite 400	Redwood City	CA		United States
Beyond Trust	Privilege Manager User ADOL	PFSI	125 Brewery Lane	BLDG 320	Portsmouth	NH		United States
BNA - Bureau of National Affairs, Inc. (V13573)	Privacy and Security Law Report	PFSI	1801 S. Bell Street		Arlington	VA		United States
Bottomline Technologies	Service Agreement	PFSI	325 Corporate Drive		Portsmouth	NH		United States
Canon Financial Services, Inc.	Lease Agreement - Canon IR3235I / DGA19631	PFSI	14904 Collections Center Dr.		Chicago	IL		United States
Canon Financial Services, Inc.	Lease Agreement - Canon IRC3235I / DGA17093	PFSI	14904 Collections Center Dr.		Chicago	IL		United States
Canon Financial Services, Inc.	Lease Agreement - Canon IRC5030 / GNG51624	PFSI	14904 Collections Center Dr.		Chicago	IL		United States
Canon Financial Services, Inc.	Lease Agreement - Canon IRC5030 / GNG51794	PFSI	14904 Collections Center Dr.		Chicago	IL		United States
Castiron Systems (V12111)	Castiron Maintenance	PFSI	375 Ravendale Dr.		Mountain View	CA		United States
CastleRock	Professional Service Agreement	PWI	225 North Michigan Ave.	Suite 1870	Chicago	IL		United States
Central Parking System	Elm Street Parking Garage	PFSI	PO BOX 790402		ST LOUIS	MO		United States
Cenzic Inc.	Annual Subscription License	PFSI	455 EL CAMINO REAL, SUITE 100		SANTA CLARA	CA		United States
Cintas First Aid and Safety	Vendor for First aid kit (03265)	PFSI	PO Box 636525		Cincinnati	OH		United States
Cintas First Aid and Safety	Vendor for First aid kit (4298)	NEXA	PO Box 636525		Cincinnati	OH		United States
CloudBlue	Disposition Services for One Penn Plaza	PFSI	3140 Northwoods Parkway	Suite 100	Norcross	GA		United States
Concur	Travel & Expense Management System	PFSI	1840 N.E. Union Hill Road		Redmond	WA		United States
CSG International	Production and Processing Services	PFSI	9555 Maroon Circle	2MC3	Englewood	CO		United States
Data Archive	StorQM- Plasmon Jukebox Maintenance	PFSI	4940 Merrick Road		Massapeque Park	NY		United States
Datawatch	DataWatch Maintenance Agreement	PWI	271 Mill Road	Quorum Office Park	Chelmsford	MA		United States



Non-Debtor Contract Counterparty	Contract Description	Debtor Counterparty	Address	Address2	City	State	Province/Territory	Country
Denitech	Non-Disclsoure Agreement	PFSI	820 W. Sandy Lake Road	Suite 100	Coppell	TX		United States
Dundee Realty Management Corp.	Toronto office lease	NEXA	30 Adelaide Street East	Suite 1600	Toronto		Ontario	Canada
Easylink Services	Service Agreement	PFSI	275 Frank Tompa Drive		Waterloo		Ontario	Canada
EMC	Storage Administration Residency	PFSI	14785 Preston Road	Suite 200	Dallas	TX		United States
EMC Consulting	Professional Services Agreement	PFSI	14755 Preston Rd.	Suite 200	Dallas	TX		United States
EMC Consulting	QTP Configuration and Test Scripts	PFSI	14755 Preston Rd.	Suite 200	Dallas	TX		United States
EMC Consulting	Team Foundation Server Implementation Aug 2010	PFSI	14755 Preston Rd.	Suite 200	Dallas	TX		United States
eMite	eMite- NDA	PFSI	701 Palomar Airport Road	Suite 300	Carlsbad	CA		United States
Enabling Technologies	Professional Services Agreement (PSA)	PFSI	6207 West Howard Street		Niles	IL		United States
Enabling Technologies	Vantage Software Annual Maintenance & Support	PFSI	6207 West Howard Street		Niles	IL		United States
Financial Computer Support, Inc.-db CAM	db CAMS Contract Agreement 11072003.pdf	PFSI	14 Commerce Drive		Oakland	MD		United States
Financial Computer Support, Inc.-db CAM	db CAMS NDA 11072003.pdf	PFSI	14 Commerce Drive		Oakland	MD		United States
Financial Information Incorporated (V10465)	Data License Agreement for Stock Transfer Dept	PFSI	1 Cragwood Road	2nd Floor	South Plainfield	NJ		United States
Fiserv- Accurate	Accurate Profile Manager and Workflow	PFSI	80 Peach Street		Wokingham		Berkshire	UK
Fix Flyer, LLC. (V12748)	Fix Flyer- Acceptable Use Policy	PFSI	225 Broadway	Suite 1600	New York	NY		United States
Fix Flyer, LLC. (V12748)	Fix Flyer Managed Fix Service	PFSI	225 Broadway	Suite 1600	New York	NY		United States
Fix Flyer, LLC. (V12748)	FIX Flyer Master Service Agreement	PFSI	225 Broadway	Suite 1600	New York	NY		United States
FLEXTRADE LLC	Commission Sharing Agreement	PWI	111 Great Neck Rd	Suite 314	Great Neck	NY		United States
FNX / GL Trade	GL Trade Software	PWI	225 Washington Street	Suite 300	Conshohocken	PA		United States
FTEN, Inc.	Master Services Agreement and Amendments	PWI	165 Broadway		New York	NY		United States
FTEN, Inc.	RiskXposure for Acquired Ridge Correspondents	PWI	165 Broadway		New York	NY		United States
FTEN, Inc.	SMARTS Broker Service	PWI	165 Broadway		New York	NY		United States
FTEN, Inc.	Trade Data Storage and Retrieval	PWI	165 Broadway		New York	NY		United States
FTEN, Inc.	TradeXaminer Batch and Real-Time - RTXX	PWI	165 Broadway		New York	NY		United States
GE Capital	Lease Agreement - Sharp MX-3100N	PFSI	1961 Hirst Drive		Moberly	MO		United States
GE Capital	Lease Agreement - Sharp MX-5001N	PFSI	1961 Hirst Drive		Moberly	MO		United States
GE Capital	Lease Agreement - Sharp MX-M450NA	PFSI	1961 Hirst Drive		Moberly	MO		United States
GE Capital	Lease Agreement - Sharp MX-M503N	PFSI	1961 Hirst Drive		Moberly	MO		United States
GE Capital	Sharp AR-M550N Digital Imager	PFSI	1961 Hirst Drive		Moberly	MO		United States
General DataTech, L.P.	SmartNet Maintenance	PFSI	P.O. Box 650002		Dallas	TX		United States
GTB Technologies	DLP Deployment Pan & Warranties	PFSI	575 Anton Blvd	Suite 750	Costa Mesa	CA		United States
GTB Technologies	Non-Disclsoure Agreement	PFSI	575 Anton Blvd	Suite 750	Costa Mesa	CA		United States
HeadStrong Services, LLC. (V12672)	IceFish Software License Agreement	PFSI	3101 East President George Bush Turnpike	Suite 200	Richardson	TX		United States
HeadStrong Services, LLC. (V12672)	Penston T&M Engagements	PFSI	3101 East President George Bush Turnpike	Suite 200	Richardson	TX		United States
HeadStrong Services, LLC. (V12672)	Professional Service Agreement	PFSI	3101 East President George Bush Turnpike	Suite 200	Richardson	TX		United States
HeadStrong Services, LLC. (V12672)	Security Master SOW Dated December 16 2009	PFSI	3101 East President George Bush Turnpike	Suite 200	Richardson	TX		United States
HOV Services, LTD.	Service Agreement	PFSI	1305 Stephenson Highway		Troy	MI		United States
IBM	CastIron Hypervisor Edition Enterprise Maintenance	PFSI	P.O. Box 643600		Pittsburgh	PA		United States
Idera	SQL Comparison Toolset	PFSI	2929 Allen Parkway,	Suite 3200	Houston	TX		United States
Improving Enterprises	Consultant Services Agreement	PFSI	16633 Dallas Parkway	Suite 100	Addison	TX		United States
Informatica - V13021	Informatica Maintenance	PWI	100 Cardinal Way		Redwood City	CA		United States
Intelinet Systems	Annual Service Agreement for Printers	PFSI	1761 International Pkwy	Suite 105	Richardson	TX		United States
Intelinet Systems	Non-Disclosure Agreement	PFSI	1761 International Pkwy	Suite 105	Richardson	TX		United States

Non-Debtor Contract Counterparty	Contract Description	Debtor Counterparty	Address	Address2	City	State	Province/Territory	Country
Interactive Brokers, LLC.	Front-End Trading System	PFSI	Two Pickwick Plaza		Greenwich	CT		United States
Inventu Corp - Flynet (V12063)	Emulation and Web Services Maintenance & Support	PWI	112 Washington St	Suite 1	Marblehead	MA		United States
Inventu Corp - Flynet (V12063)	Inventu Production Server	PWI	112 Washington St	Suite 1	Marblehead	MA		United States
Inventu Corp - Flynet (V12063)	Non-Disclosure Agreement	PWI	112 Washington St	Suite 1	Marblehead	MA		United States
ISI Commercial Refrigeration, Inc	Preventive Maintenance Contract	PFSI	P.O. Box 569060		Dallas	TX		United States
IT Builders, Inc.	Hardware Service Agreement	PFSI	32 Broadway	Suite 204	New York	NY		United States
Keynote Systems, Inc.(V10820)	Internet Performance Measurement and Analysis Services	PFSI	777 Mariners Island Blvd.		San Mateo	CA		United States
Knight Execution Partners LLC	Routing and Execution Services	PFSI	PO BOX 29939		NEW YORK	NY		United States
Logix Communication (V10418)	T1 Service Line for Right Fax ffor Acct 43746176	PFSI	PO Box 3608		Houston	TX		United States
M&S Technologies, Inc.	Sophos Endpoint Protection	PFSI	2727 LBJ Freeway	Suite 810	Dallas	TX		United States
M&S Technologies, Inc.	SourceFire Intrusion Detection System (IDS)	PFSI	2727 LBJ Freeway	Suite 810	Dallas	TX		United States
M86 Messaging Solutions (V11476)	M86 Messaging- Marshall McAfee Anti-VirusAgreement	PFSI	8203 Shoregrove Drive	Suite 200	Humble	TX		United States
Markets Media	Markets Media Live Events	PWI	40 Exchange Place	17th Floor	New York	NY		United States