

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re:	:	Chapter 11
	:	
PENSON WORLDWIDE, INC., <i>et al.</i> , ¹	:	Case No. 13-10061 (PJW)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Re: Docket No. 10
-----	X	

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

On January 11, 2013, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' First Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases as of the Petition Date* [D.I. 10] (the "Motion"). No formal objections to the Motion were filed. Objections to the Motion, if any, were to be filed on or before 4:00 p.m. (ET) on February 1, 2013 (the "Objection Deadline"). However, prior to the Objection Deadline, Dundee Realty Management Corp. (the "Company") provided an informal response. As the result of subsequent discussions between the Debtors and the Company, the parties reached a consensual resolution with respect to the Company's concerns, the terms of which are embodied in the revised form of order (the "Revised Order"), attached hereto as Exhibit A. As stated previously, no other objections or responses were received.

¹ 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.



Accordingly, the Debtors respectfully request that the Court enter the Revised Order, attached hereto as Exhibit A, granting the relief requested in the Motion at its earliest convenience without further notice or hearing.

Dated: February 6, 2013
Wilmington, Delaware

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*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A

**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> , ¹	:	Case No. 13-10061 (PJW)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Re: Docket No. 10
-----	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")² 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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² 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 as set forth herein.
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: February_____, 2013
Wilmington, Delaware

PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Non-Debtor Contract Counterparty	Contract Description	Debtor Counterparty	Address	Address 2	City	State	Province/Territory	Country
1700 Pacific Conference Center	Conference Facilities Agreement	PFSI	1700 Pacific Avenue		Dallas	TX		United States
Accuwant	Accuwant MSA	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuwant	Aruba Wireless Network Support	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuwant	BIG-IP Traffic Manager Support for F5	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuwant	FW Maintenance	PFSI	6504 International Parkway	Suite 2500	Plano	TX		United States
Accuwant	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 - QM/QN	PFSI	761 Palmer Avenue	Suite 214	Holmdel	NJ		United States
Advanced Trading Solutions, Inc. (V14069)	Software License Agreement - TRES	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	Wireless - Digital Advantage Agreement							United States
AT&T Mobility / Wireless	Verizon 6-A	PFSI	5601 Legacy Drive		Plano	TX		United States
AT&Task Inc.	AT&Task License Order Form (Additional Licenses)	PFSI	1313 N RESEARCH WAY		OREM	UT		United States
AT&Task Inc.	AT&Task License Order Form June 2008	PFSI	1313 N RESEARCH WAY		OREM	UT		United States
AT&Task Inc.	AT&Task License Order Form June 2011	PWI	1313 N RESEARCH WAY		OREM	UT		United States
AT&Task 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	Hoborside 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 520	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
Centric 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	2M/C3	Englewood	CO		United States
Data Archive	StorQm- Plasmom Juicebox Maintenance	PFSI	4940 Merrick Road		Massapeque Park	NY		United States
Datatech	DataWatch Maintenance Agreement	PWI	271 Mill Road		Chelmsford	MA		United States
Deintech	Non-Disclosure Agreement	PFSI	820 W. Sandy Lake Road		Coppell	TX		United States
Easylink Services	Service Agreement	PFSI	275 Frank Tompa Drive		Waterloo	TX		Canada
EMC	Storage Administration Residency	PFSI	14785 Preston Road	Suite 200	Dallas	TX		United States

Non-Debtor Contract Counterparty	Contract Description	Debtor Counterparty	Address	Address 2	City	State	Province/Territory	Country
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
General DataTech, L.P.	Sharp AR-M500N Digital Imager	PFSI	1961 Hirst Drive		Moberly	MO		United States
GTB Technologies	SmartNet Maintenance	PFSI	P.O. Box 650002		Dallas	TX		United States
GTB Technologies	DLP Deployment Plan & Warranties	PFSI	575 Anton Blvd	Suite 750	Costa Mesa	CA		United States
GTB Technologies	Non-Disclosure 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)	Person 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	16693 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
Interactive Brokers, LLC.	Front-End Trading System Emulation and Web Services Maintenance & Support	PFSI	Two Pickwick Plaza		Greenwich	CT		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

Non-Debtor Contract Counterparty	Contract Description	Debtor Counterparty	Address	Address2	City	State	Province/Territory	Country
Keynote Systems, Inc.(V10820) Knight Execution Partners LLC	Internet Performance Measurement and Analysis Services Routing and Execution Services	PFSI PFSI	777 Mariners Island Blvd. PO BOX 29939		San Mateo NEW YORK	CA NY		United States United States
Logix Communication (V10418) M&S Technologies, Inc.	T1 Service Line for Right Fax for Acct 43746176 Sophos Endpoint Protection	PFSI PFSI	PO Box 3608 2727 LBJ Freeway	Suite 810	Houston Dallas	TX TX		United States United States
M&S Technologies, Inc.	SourceFire Intrusion Detection System (IDS) M86 Messaging- Marshall McAfee Anti-Virus Agreement	PFSI PFSI	2727 LBJ Freeway 8203 Shoregrove Drive	Suite 810 Suite 200	Dallas Humble	TX TX		United States United States
M86 Messaging Solutions (V11476) Markets Media	Markets Media Live Events	PWI	40 Exchange Place	17th Floor	New York	NY		United States