

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
 :
Doral Financial Corporation,¹ : Case No. 15-10573 (SCC)
 :
Debtor. :
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**ORDER AUTHORIZING REJECTION OF
CERTAIN OF THE DEBTOR'S EXECUTORY CONTRACTS**

Upon the motion (the "Motion")² of the above-captioned debtor (the "Debtor"), (i) for entry of an order authorizing the Debtor to reject certain Executory Contracts, effective as of (A) March 11, 2015, for the Executory Contracts set forth in Schedule 1, (B) April 1, 2015, for the Executory Contracts set forth in Schedule 2, and (C) July 31, 2015, for the Executory Contracts set forth in Schedule 3 and (ii) granting such other and further relief as is just and proper; and upon the Flaton Declaration; and this Court having found that it has jurisdiction to consider the Motion pursuant to 28 U.S.C. § 1334; and this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that venue of this chapter 11 case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having reviewed the Motion and having heard statements in support of the Motion and the evidence submitted at a hearing held before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and the Flaton Declaration and

¹ The last four digits of the taxpayer identification numbers of the Debtor are 2162.

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

at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation thereon and good and sufficient cause appearing therefor, it is hereby

ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Each of the contracts listed on Schedule 1 attached hereto are hereby rejected as of March 11, 2015, each of the contracts listed on Schedule 2 attached hereto are hereby rejected as of April 1, 2015, and each of the contracts listed on Schedule 3 attached hereto are hereby rejected as of July 31, 2015.
3. The rights of all parties, including those of the Debtor, to contest any and all claims arising out of, or related to, the rejection of the Executory Contracts are fully preserved.³
4. The requirements set forth in Federal Rule of Bankruptcy Procedure 6006, including Local Rule 6006-1, are satisfied by the contents of the Motion or otherwise deemed waived.
5. The counterparties to the Executory Contracts are hereby prohibited from setting off or otherwise using security deposits or other monetary deposits in their possession or control to reduce their claim(s) against the Debtor without prior approval of this Court.
6. Any proofs of claim for rejection damages or other claims, if any, asserted by counterparties to the Executory Contracts shall be filed by a date established by this Court as the bar date for filing proofs of claim against the Debtor.
7. The Debtor shall serve this Order on the counterparties to each of the Executory Contracts within three (3) business days of its entry.

³ The Motion does not constitute an admission and this Order does not constitute a determination that the Executory Contracts are existing and in effect and the rights of all parties are preserved to argue that the Executory Contracts are non-executory or previously expired or were previously terminated.

8. The Debtor is authorized and empowered to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. Consistent with Bankruptcy Rule 6006(g), this Order constitutes a separate order with respect to each Agreement covered hereby.

10. Notwithstanding any applicability of any of the Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: April 1, 2015
New York, New York

/S/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

<u>Contracts Rejected as of March 11, 2015</u>			
#	Contract Counterparty Name and Address	Contract Description	Rejection Date
1	AT&T Mobility National Accounts LLC AT&T Mobility National Accounts, LLC 16331 NE 72nd Way, RTC 1 Redmond, WA 98052 Facsimile Number: 908-532-1263	Contract for mobile data services [Account No. 287257451264]	3/11/2015
4	Communicar, Inc. 73-10 88 th Street Glendale, NY 11385 Facsimile Number: 718-418-1939	Contract for ground transportation services [Account No. 13444]	3/11/2015
8	Kaback Enterprises, Inc. 45 West 25 th Street New York, NY 10010	Air conditioning services agreement	3/11/2015
9	Navex Global, Inc. 6000 Meadows Road, Suite 200 Lake Oswego, Oregon 97035	Hotline services agreement	3/11/2015
11	TPG Software, Inc. 5858 Westheimer Road Houston, TX 77057	Software license, support and customer services agreement	3/11/2015
12	Oracle Caribbean, Inc. 270 Muñoz Rivera Avenue Piso 1 Eurobank Building Hato Rey, PR 00918	Agreement for various Oracle services	3/11/2015

14	Christopher Poulton Address withheld	Employment agreement	3/11/2015
16	Vertex 1041 Old Cassatt Road Berwyn, PA 19312	Software License Agreement	3/11/2015

Schedule 2

<u>Contracts Rejected as of April 1, 2015</u>			
#	Contract Counterparty Name and Address	Contract Description	Rejection Date
15	Seguros De Vida Triple-S Seguros Triple S, Inc. Attention Vanessa Rodriguez PO Box 70313 San Juan, PR 00936-0313	Group Insurance Agreement and Related Insurance Agreements	4/1/2015
17	Vision Service Plan Insurance Company Vision Service Plan Insurance Company 3333 Quauty Drive Rancho Cordova, California 95670	Group Insurance Agreement	4/1/2015

Schedule 3

<u>Contracts Rejected as of July 31, 2015</u>			
#	Contract Counterparty Name and Address	Contract Description	Rejection Date
2	Qwest Communications Company, LLC d/b/a CenturyLink QCC 1801 California Street #900 Denver, CO 80202 Facsimile Number: 888-778-0054	Contract for communications services	7/31/2015
3	Cohen Brothers Realty Corporation 750 Lexington Ave., New York, NY 10022 Facsimile Number: 212-755-8070	Contract for cleaning services at 623 Fifth Ave, Floors 13, 17, 19, 20, and 21, New York, New York, 10022	7/31/2015
5	Harland Financial Solutions, Inc. 400 SW Sixth Avenue Portland, OR 97204	Software license agreement	7/31/2015
6	IBM Corporation 6100 Oak Tree Blvd Independence, OH 44131	Software license, maintenance and support agreement	7/31/2015
7	International Business Machines Corporation 7100 Highland Parkway Smyrna, GA 30082	Hardware services agreement.	7/31/2015

10	NCP Solutions, LLC 5200 East Lake Boulevard Birmingham, AL 35217	Agreement for preparation of coupon books and related services.	7/31/2015
13	SAS Institute Inc. SAS Campus Drive Cary, North Carolina 27513	Software license agreement	7/31/2015