

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

In re)	
)	
BRUNDAGE-BONE)	Case No. 10-10758 ABC
CONCRETE PUMPING, INC.)	Chapter 11
EIN: 84-0972141)	
)	
Debtor.)	
<hr/>		
In re)	
)	
JLS CONCRETE PUMPING, INC.)	Case No. 10-10760 EEB
EIN: 84-0972141)	Chapter 11
)	
)	
Debtor.)	

**APPLICATION FOR ORDER UNDER 28 U.S.C. § 156(c), FED.R.BANKR.P. 2002(f), and
L.B.R. 2002-1 APPROVING AGREEMENT WITH EPIQ BANKRUPTCY SOLUTIONS,
LLC AND APPOINTING IT AS CLAIMS, NOTICING, AND BALLOTING AGENT**

BRUNDAGE-BONE CONCRETE PUMPING, INC. (“Brundage-Bone”) and JLS CONCRETE PUMPING, INC. (“JLS” and, with Brundage-Bone, the “Debtors”), by and through their counsel, Sender & Wasserman, P.C., respectfully apply to this Court for entry of an order, pursuant to 28 U.S.C. § 156(c), as supplemented by Fed.R.Bank.P. Rule 2002(f) and Local Bankruptcy Rule 2002-1, approving the Debtor’s agreement with Epiq Bankruptcy Solutions, LLC (“Agent”) and appointing Agent as claims, noticing, and balloting agent (the “Application”), and in support thereof, state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein is 28 U.S.C. § 157(c), as supplemented by Fed.R.Bankr.P. Rule 2002(f).

BACKGROUND

2. On January 18, 2010 (the “Petition Date”), Brundage-Bone filed its Voluntary Petition for relief under Chapter 11 of Title 11 of the United States Code (“Bankruptcy Code”), Case No. 10-10758 ABC (the “Brundage-Bone Case”). Since the filing of the Brundage-Bone Case, Brundage-Bone has continued to operate its business as a debtor in possession.

3. On January 18, 2010, JLS filed its Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code, Case No. 10-10760 EEB (the “JLS Case” and, with the Brundage-Bone Case, the “Chapter 11 Cases”). Since the filing of the JLS Case, JLS has continued to operate its business as a debtor in possession.

4. The factual background regarding the Debtors, including its business operations, its capital and debt structure, and the events leading to the filing of this bankruptcy case, is set forth in detail in the Motion Seeking Expedited Entry of Orders, filed on January 18, 2009 and fully incorporated by reference.¹

RELIEF REQUESTED

5. By this Application, the Debtors seek entry of an order authorizing the Debtors to retain and employ Agent as claims, noticing, and balloting agent (the “Claims, Noticing, and Balloting Agent”) pursuant to the terms and conditions set forth in the Standard Services Agreement (the “Agreement”). A copy of the Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference. The Agreement provides for the Agent, among other tasks, to (i) distribute required notices to parties-in-interest, including, without limitation, the notice of first meeting of creditors, (ii) receive, maintain, docket, and otherwise administer the proofs of claims filed in these Chapter 11 cases, (iii) tabulate acceptances and rejections of the Debtors’ plan of reorganization, and (iv) provide such other administrative services that the Debtors, the Clerk of the Court (the “Clerk”), or the Court may require.

6. In support of the Application, the Debtors rely upon and incorporate by this reference the Declaration of James Katchadurian, Executive Vice President of Agent, attached hereto as Exhibit 2 (the “Agent Declaration”).

QUALIFICATIONS

7. The Debtors have thousands of creditors, potential creditors, and parties in interest to whom certain notices, including notice of these Chapter 11 Cases, will be sent. The size of the Debtors’ creditor body makes it impracticable for the Clerk to undertake, without assistance, the task of sending notices to creditors and other parties in interest. In view of the number of anticipated claimants and the complexity of the Debtors’ businesses, the Debtors respectfully submit that appointment of Agent as the Claims, Noticing, and Balloting Agent is (i) the most effective and efficient manner by which to give notice and provide solicitation services in these cases and (ii) necessary and in the best interests of both the Debtors’ estates and their creditors. Authorizing the relief requested herein on an expedited basis is accordingly appropriate in these cases.

8. Agent is a data processing firm that specializes in Chapter 11 administration, consulting, and analysis, including noticing, claims processing, voting, and other administrative tasks in Chapter 11 cases. The Debtors wish to engage Agent to send out certain designated notices and to maintain claims files and a claims and voting register. The Debtors believe that

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion Seeking Expedited Entry of Orders.

such assistance will expedite service of notices, streamline the claims administration process, and permit the Debtors to focus on its reorganization efforts.

9. The Debtors believe that Agent is well qualified to provide such services, expertise, consultation, and assistance. As set forth in the Agent Declaration, Agent has assisted and advised numerous Chapter 11 debtors in connection with noticing, claims administration and reconciliation, and administration of plan votes. Agent has handled some of the largest and most complex restructurings of all time, including Chrysler, Lehman, Lyondell, Enron, Adelphia, Delta Airlines, Northwest Air Lines, Global Crossing, Mirant, NTL, Pacific Gas & Electric, and WorldCom. Agent has provided identical or substantially similar services in other Chapter 11 cases.

10. Fed.R.Bankr.P. Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Under Fed.R.Bankr.P. 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below.

11. Moreover, 28 U.S.C. § 156(c), which governs the staffing and expenses of the Bankruptcy Court, states in pertinent part:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the cost of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 .S.C. § 156(c).

12. The engagement of Agent as the Claims, Noticing, and Balloting Agent is therefore expressly authorized under Fed.R.Bankr.P. Rule 2002 and 28 U.S.C. § 156(c).

AGENT'S DISINTERESTEDNESS

13. Although the Debtors do not propose to retain Agent under Section 327 of the Bankruptcy Code, to the best of the Debtors' knowledge, and as disclosed in the Agent Declaration, the members and employees of Agent (i) do not hold or represent an interest adverse to the Debtors' estate in connection with any matter upon which Agent will be employed, and (ii) do not have any adverse connection with the Debtors, the Debtors' creditors or any other party in interest or their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, other than as follows: Agent provides administrative services to the Debtors' counsel Harvey Sender and David Wadsworth in their capacity as Chapter 7 panel trustees.

14. To the best of the Debtors' knowledge, Agent is a "disinterested person" as that term is defined in 11 U.S.C. § 101(14) of the Bankruptcy Code, as modified by 11 U.S.C. § 1107(b), in

that the Agent's members and employees (i) are not creditors, equity security holders or insiders of the Debtors; (ii) are not and were not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and (iii) do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

15. Agent further represents, among other points, that:
 - (a) Agent is not and will not be employed by the U.S. government or any federal agency (collectively, the "Government") and will not seek any compensation from the Government;
 - (b) by accepting employment in these Chapter 11 Cases, Agent waives any right to receive compensation from the Government;
 - (c) Agent is not an agent of the Government and is not acting on behalf of the Government;
 - (d) Agent will not knowingly misrepresent any fact to the public; and
 - (e) Agent will not employ any past or present employees of the Debtors for work involving these Chapter 11 Cases.

16. Agent performed no services for the Debtors before the Petition Date.

SCOPE OF SERVICES

17. The Debtors propose to retain Agent on the terms and conditions set forth in the Agreement.

18. As the Claims, Noticing, and Balloting Agent and at the request of the Debtors or the Clerk's Office, Agent will perform the certain services listed in the Agreement, on an as needed basis. Such services include, but are not limited to, the following:

- (a) Maintaining the creditor matrix;
- (b) Serving required notices, including without limitation, (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under Section 341(a) of the Bankruptcy Code; (ii) notice of any auction sale hearing; (iii) notice of the claims bar date; (iv) notice of objection to claims; (v) notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and (vi) other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;

- (c) Filing with the Clerk an affidavit of service, which includes a copy of the applicable notice, a list of persons to whom the notice was mailed and the date and manner of mailing;
- (d) Updating the claim database to reflect undeliverable or changed addresses;
- (e) Maintaining a copy of the schedules of assets and liabilities and statement of financial affairs that the Debtors filed with the Court (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto and providing assistance in preparing same if requested by the Debtors;
- (f) Maintaining copies of all proofs of claim and proofs of interest filed (in hard copy and electric form);
- (g) Assisting with the preparation of and maintaining electronic databases for creditor/party in interest information provided by the Debtors (e.g. creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests);
- (h) Processing all proof of claim/interests submitted;
- (i) Providing access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours;
- (j) Maintaining official claims registers, including, among other things, the following information for each proof of claim or proof of interest: (i) name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent; (ii) date received; (iii) claim number assigned; and (iv) asserted amount and classification of the claim;
- (k) Transmitting to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line;
- (l) Implementing necessary security measures to ensure the completeness and integrity of the claims registers;
- (m) Recording all transfers of claims pursuant to Fed.R.Bankr.P. Rule 3001(e) and provide notice of such transfers as required by Fed.R.Bankr.P. Rule 3001(e);
- (n) Maintaining an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office;

- (o) Creating and maintaining a website with general case information, key documents, claim search function, and mirror of ECF case docket;
- (p) Providing balloting services in connection with the solicitation process and calculation of votes for any Chapter 11 plan for which a disclosure statement has been approved by the Court;
- (q) Providing such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors;
- (r) Promptly complying with such further conditions and requirements as this Court may at any time prescribe;
- (s) Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements;
- (t) Prior to the close of these Chapter 11 Cases, assisting the Debtors in submitting a proposed order terminating the services of Agent as the Claims, Noticing, and Balloting Agent upon completion of its duties and responsibilities and upon the closing of these cases; and
- (u) At the close of these cases, boxing and transporting all original documents, in proper format, as requested by the Clerk's Office.

19. In addition to the foregoing, the Debtors seek to employ Agent to assist it by acting as solicitation and disbursing agent in connection with the Chapter 11 plan process.

20. The Debtors request authority to compensate and reimburse Agent in accordance with the payment terms, procedures, and conditions set forth in the Agreement for services rendered and expenses incurred in connection with these cases.

21. The Debtors request that the fees and expenses of Agent incurred in the performance of the above services be treated as an administrative expense of the Debtors' Chapter 11 estates and be paid monthly by the Debtors in the ordinary course of business. If any dispute arises between Agent and the Debtors with respect to fees and expenses, such dispute shall be presented to the Court for resolution.

22. As part of the overall compensation payable to Agent under the terms of the Agreement, the Debtors have agreed to certain limitations of liability and indemnification obligations as described in paragraph 7, page 4 of the Agreement.

23. For all of the foregoing reasons, the Debtors believe that the retention of Agent as the Claims, Noticing, and Balloting Agent is appropriate and in the best interests of the Debtors and the estates and creditors.

WHEREFORE, the Debtors respectfully request that the Court enter an order (i) authorizing the Debtors to retain and employ Agent as the Claims, Noticing, and Balloting Agent to perform the services described herein and (ii) granting such other and further relief as is just and proper.

Dated this 19th day of January, 2010.

SENDER & WASSERMAN, P.C.

/s/ David V. Wadsworth

Harvey Sender, #7546
John B. Wasserman, #10011
David V. Wadsworth, #32066
Matthew T. Faga, #41132
1660 Lincoln Street, Suite 2200
Denver, Colorado 80264
(303) 296-1999; (303) 296-7600 (fax)
dvw@sendwass.com
Attorneys for the Debtors



EPIQ

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between Epiq Bankruptcy Solutions, LLC (“Epiq”) and Brundage-Bone, Inc. and related debtors (collectively, the “Client”), as of January 15, 2010.

In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on Exhibit A hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of the Client. Charges for the Services will be based on the pricing schedule set forth on Exhibit B hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. The Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and the Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by the Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to the Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, the Client shall pay the fees, charges and costs set forth in the Pricing Schedule. Epiq will bill the Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective



January 2nd of each year. If such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to the Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of the Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 ~~Client shall pay Epiq a retainer in the amount of \$10,000 (the "Retainer"). The Retainer shall be applied in satisfaction of fees, costs and expenses incurred pursuant to this Agreement. To the extent the Client seeks relief under the Bankruptcy Code, any unapplied portion of the Retainer as of the petition date shall be applied immediately against post-petition date invoices until exhausted.~~

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



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5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by the Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, Client warrants that it has full authority to deliver the Client Data to Epiq. Client has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.

- 6.2 Any Client Data, programs, storage media or other materials furnished by the Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of the Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Material or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice if its intent to dispose of such data and media.



7. Indemnification.

The Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which the Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED, EPIQ SHALL HAVE NO OBLIGATION OR LIABILITY TO THE CLIENT (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EPIQ TO THE CLIENT FOR ALL CLAIMS, LOSSES, COSTS, FINES, SETTLEMENTS, PENALTIES OR DAMAGES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES (COLLECTIVELY, "CLAIMS") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE CLAIMS. TO THE EXTENT CERTAIN JURISDICTIONS GOVERNING THIS AGREEMENT LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY HEREUNDER OR OTHERWISE RENDER ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY UNENFORCEABLE, THE ABOVE EXCLUSIONS AND LIMITATIONS SHALL BE MODIFIED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.



8. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Confidential On-Line Workspace

Upon request of the Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to the Client pursuant to this Agreement; and (b) with the consent of the Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

10. General

- 10.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 10.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 10.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 10.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.



- 10.6 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 10.7 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 10.8 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 10.9 This Agreement may be executed in counterparts, each of which shall be deemed to an original, but all of which shall constitute one and the same agreement.
- 10.10 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.
- 10.11 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Bankruptcy Solutions, LLC
757 Third Avenue, Third Floor
New York, New York 10017
Attn: Ron Jacobs

If to Client:

Mr. John G. Hudek
Brundage-Bone Concrete Pumping, Inc.
6461 Downing St.
Denver, CO 80229



With a copy to:

David Wadsworth, Esq.
Sender & Wasserman, P.C.
1660 Lincoln St, Suite 2200
Denver, CO 80264-2202

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ BANKRUPTCY SOLUTIONS, LLC

A handwritten signature in black ink, appearing to read "Daniel C. McElhinney", written over a horizontal line.

Name: Daniel C. McElhinney
Title: Executive Director

BRUNDAGE-BONE, INC.

By: A handwritten signature in black ink, appearing to read "John G. Hudek", written over a horizontal line.

Name: John G. Hudek
Title: Chief Financial Officer



EXHIBIT A

SERVICES SCHEDULE

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.
- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.



- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain of databases for maintenance and formatting of Schedules and Statement data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create of frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.

VIRTUAL DATAROOM



Provide confidential on-line workspace to facilitate permissions based and password protected simultaneous document sharing in connection with asset due diligence, contract and invoice review, or creation of contract repository, among other reasons.



NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.

- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.

- Update claim database to reflect undeliverable or changed addresses.

- Coordinate publication of certain notices in periodicals and other media.

- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the Court, including (as needed):
 - Consult company and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist the company in requesting these listings).
 - Coordinate distribution of solicitation documents.



- Prepare a certificate of service for filing with the court.
- Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
- Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
- Establish a website for the posting of solicitation documents.
- Receive and examine all ballots and master ballots cast by voting parties. Date- and time-stamp the originals of all such ballots and master ballots upon receipt.
- Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a vote declaration or certification for filing with the court.
- Undertake such other duties as may be requested by the Client.

MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



EXHIBIT B

PRICING SCHEDULE

Professional Services

<u>Title</u>	<u>Hourly Rate Range</u>	<u>Average Rate</u>
Clerk	\$40 - \$60	\$ 50.00
Case Manager (Level 1)	\$125 - \$175	\$142.50
IT Programming Consultant	\$140 - \$190	\$165.00
Case Manager (Level 2)	\$185 - \$220	\$202.50
Senior Case Manager	\$225 - \$275	\$247.50
Senior Consultant	\$295	\$295

Note: Professional services provided by Senior Consultants in connection with public securities solicitation and tabulation will range from \$360 to \$415 per hour. Epiq does not include a premium/overtime charge for any of the professional services it performs. However, outside vendors utilized by Epiq may include a premium / overtime charge for work performed on a weekend, holiday or after standard business hours.

Claims Management Services

Database Maintenance	\$0.10 per creditor record per month
Data Transfer	\$0.10 per creditor record
Manual Claim Input	\$0.35 per claim (plus hourly rates)
Document Storage	At Cost
Electronic Imaging	\$0.15 per image
OCR ¹ capture	\$0.10 per image
CD Storage	Varies upon requirements
Weblink Hosting Fee	\$200.00 per month
Website Construction	\$150.00 per hour

Call Center Services

Standard Call Center Setup	\$2,500
Call Center Operator	\$75 per hour
Voice Recorded Message	\$0.19 per minute
Support/Maintenance	\$200 per month

¹ OCR refers to optical character recognition, which is an enhanced form of electronic imaging.



Virtual Data Room Services

Confidential On-line Workspace \$1.30 per page per 9 months

Noticing Services

Printing \$0.10 per image (plus envelope face)
 Collate, fold and insert \$0.10 per piece
 Postage/Overnight Delivery At Cost
 E-Mail Noticing \$0.02 per page
 Fax Noticing \$0.20 per page
 Claim Acknowledgement Card \$0.25 per card
 Publication Noticing TBD

Note: Fees and costs associated with publication of a legal notice will vary depending on the size, timing and breadth of publication, as well as the periodicals selected for publication. Epiq will obtain quotes for publication upon request of the Client.

Public Securities Balloting/Tabulation Services

Noticing

Street Name Holders \$15,000
 Registered Holders \$0.50 - \$0.65 per holder
 (Two paper notices included in the same envelope; subject to a \$500 minimum)
 Individual Parties \$1.75 - \$2.25 per voting package
 (Subject to a \$750 minimum)
 CUSIP/ISIN Charge \$3,000 per CUSIP/ISIN
 Tabulation \$125 per hour
 Tabulation Set up \$1,000 for each tabulation element
 (e.g., each security or plan class)
 Document Hosting Fee \$150 per month

Disbursement Services

Check and/or Form 1099 \$1.50 each
 Record to Transfer Agent \$0.25 each

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

In re)	
)	
BRUNDAGE-BONE)	Case No. 10-10758 ABC
CONCRETE PUMPING, INC.)	Chapter 11
EIN: 84-0972141)	
)	
Debtor.)	
<hr/>		
In re)	
)	
JLS CONCRETE PUMPING, INC.)	Case No. 10-10760 EEB
EIN: 84-0972141)	Chapter 11
)	
)	
Debtor.)	

**DECLARATION OF JAMES KATCHADURIAN IN SUPPORT OF APPLICATION FOR
ORDER UNDER 28 U.S.C. § 156(c), FED.R.BANKR.P. 2002(f), and L.B.R. 2002-1
APPROVING AGREEMENT WITH EPIQ BANKRUPTCY SOLUTIONS, LLC AND
APPOINTING IT AS CLAIMS, NOTICING, AND BALLOTING AGENT**

James Katchadurian, being first duly sworn, upon his oath states:

1. I am the Executive Vice President of Epiq Bankruptcy Solutions, LLC (“Agent”), which maintains an office at 757 Third Avenue, New York, New York 10017, and I am authorized to execute this declaration on behalf of Agent. I submit this declaration in support of the Application for Order Under 28 U.S.C. § 156(c), Fed.R.Bankr.P. Rule 2002(f), and L.B.R. 2002-1 Approving Agreement With Epiq Bankruptcy Solutions, LLC and Appointing Epiq Bankruptcy Solutions, LLC as Claims, Noticing, and Balloting Agent (the “Application”), filed contemporaneously herewith by Brundage-Bone Concrete Pumping, Inc. and JLS Concrete Pumping, Inc., the debtors in possession in the above-captioned cases (collectively the “Debtors”). Except as otherwise indicated, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

2. Agent is a data processing firm that specializes in Chapter 11 administration, consulting, and analysis, including noticing, claims processing, voting, and other administrative tasks in Chapter 11 cases.

3. Agent has assisted and advised numerous Chapter 11 debtors in connection with noticing, claims administration and reconciliation, and administration of plan votes. Agent has handled some of the largest and most complex restructurings of all time, including Chrysler, Lehman, Lyondell, Enron, Adelphia, Delta Airlines, Northwest Air Lines, Global Crossing, Mirant, NTL, Pacific Gas & Electric, and WorldCom. Agent has provided identical or substantially similar services in other Chapter 11 cases.

EXHIBIT 2

4. As Agent and custodian of court records, the services my firm proposes to render to the office of the Clerk of the Bankruptcy Court for the District of Colorado (the “Clerk’s Office”) and the Debtors under the terms of the Standard Services Agreement (the “Agreement”) include, if necessary, the following:

- (a) Maintaining the creditor matrix;
- (b) Serving required notices, including without limitation, (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under Section 341(a) of the Bankruptcy Code; (ii) notice of any auction sale hearing; (iii) notice of the claims bar date; (iv) notice of objection to claims; (v) notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and (vi) other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (c) Filing with the Clerk an affidavit of service, which includes a copy of the applicable notice, a list of persons to whom the notice was mailed and the date and manner of mailing;
- (d) Updating the claim database to reflect undeliverable or changed addresses;
- (e) Assisting with the preparation of and maintaining a copy of the schedules of assets and liabilities and statement of financial affairs that the Debtors filed with the Court (collectively, the “Schedules”), listing the Debtors’ known creditors and the amounts owed thereto and providing assistance in preparing same if requested by the Debtors;
- (f) Maintaining copies of all proofs of claim and proofs of interest filed (in hard copy and electric form);
- (g) Maintaining electronic databases for creditor/party in interest information provided by the Debtors (e.g. creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests);
- (h) Processing all proof of claim/interests submitted;
- (i) Providing access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours;
- (j) Maintaining official claims registers, including, among other things, the following information for each proof of claim or proof of interest: (i) name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent; (ii) date received; (iii) claim

number assigned; and (iv) asserted amount and classification of the claim;

- (k) Transmitting to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line;
- (l) Implementing necessary security measures to ensure the completeness and integrity of the claims registers;
- (m) Recording all transfers of claims pursuant to Fed.R.Bankr.P. Rule 3001(e) and provide notice of such transfers as required by Fed.R.Bankr.P. Rule 3001(e);
- (n) Maintaining an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office;
- (o) Creating and maintaining a website with general case information, key documents, claim search function, and mirror of ECF case docket;
- (p) Providing balloting services in connection with the solicitation process and calculation of votes for any Chapter 11 plan for which a disclosure statement has been approved by the Court;
- (q) Providing such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors;
- (r) Promptly complying with such further conditions and requirements as this Court may at any time prescribe;
- (s) Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements;
- (t) Prior to the close of these Chapter 11 Cases, assisting the Debtors in submitting a proposed order terminating the services of Agent as the Claims, Noticing, and Balloting Agent upon completion of its duties and responsibilities and upon the closing of these cases; and
- (u) At the close of these cases, boxing and transporting all original documents, in proper format, as requested by the Clerk's Office.

5. In addition to the foregoing, Agent will assist the Debtors by acting as solicitation and disbursing Agent in connection with the chapter 11 plan process.

6. On behalf of Agent I hereby represent that:
 - (a) Agent is not and will not be employed by the U.S. government or any federal agency (collectively, the "Government") and will not seek any compensation from the Government;
 - (b) by accepting employment in these Chapter 11 cases, Agent waives any right to receive compensation from the Government;
 - (c) Agent is not an agent of the Government and is not acting on behalf of the Government;
 - (d) Agent will not knowingly misrepresent any fact to the public; and
 - (e) Agent will not employ any past or present employees of the Debtors for work involving these Chapter 11 cases.

7. The Debtors selected Epiq to serve as the Claims and Noticing Agent for the Debtors' estates, as set forth in more detail in the Application filed contemporaneously herewith. To the best of my knowledge, neither Epiq nor any of its personnel have any relationship with the Debtors that would impair Epiq's ability to serve as Claims and Noticing Agent. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent for another Chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to these Chapter 11 cases. In addition, Epiq personnel may have relationships with some of the Debtors' creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these Chapter 11 cases. Epiq has and will continue to represent clients in matters unrelated to these Chapter 11 cases. In addition, Epiq has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' cases in matters unrelated to these cases. Accordingly, to the best of my knowledge, Agent and the members and employees of Agent (i) do not hold or represent an interest adverse to the Debtors' estate in connection with any matter upon which Agent will be employed, and (ii) do not have any adverse connection with the Debtors, the Debtors' creditors or any other party in interest or their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, other than as other than as follows: Agent provides administrative services to the Debtors' counsel Harvey Sender and David Wadsworth in their capacity as Chapter 7 panel trustees.

8. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and chapter 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

9. Epiq will conduct an ongoing review of its files to ensure that no conflicts or

other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, Epiq will supplement its disclosure to the Court.

10. To date, there are no outstanding amounts owed by the Debtors to Epiq.

11. To the best of my knowledge, the Agent's members and employees (i) are not creditors, equity security holders or insiders of the Debtors; (ii) are not and were not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and (iii) do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

12. In performing these services, Agent's rates are at least as favorable as the prices Agent charges in Chapter 11 cases in which Agent has been retained to perform similar services.

13. Agent will comply with all requests of this Court, the Clerk of the Court, and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

FURTHER DECLARANT SAITH NOT.



James Katchadurian
Executive Vice President
Epiq Bankruptcy Solutions, LLC

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

In re)
)
BRUNDAGE-BONE) Case No. 10-10758 ABC
CONCRETE PUMPING, INC.) Chapter 11
EIN: 84-0972141)
)
Debtor.)

In re)
) Case No. 10-10760 EEB
JLS CONCRETE PUMPING, INC.) Chapter 11
EIN: 84-0972141)
)
Debtor.)

**ORDER GRANTING APPLICATION FOR ORDER UNDER 28 U.S.C. § 156(c),
FED.R.BANKR.P. 2002(f), and L.B.R. 2002-1 APPROVING AGREEMENT WITH EPIQ
BANKRUPTCY SOLUTIONS, LLC AND APPOINTING IT AS CLAIMS, NOTICING, AND
BALLOTING AGENT**

THIS MATTER having come before the Court on Brundage-Bone Concrete Pumping, Inc.’s (“Brundage-Bone”) and JLS Concrete Pumping, Inc.’s (“JLS” and, with Brundage-Bone, the “Debtors”) Application for an Order, pursuant to 28 U.S.C. § 156(c), Fed.R.Bank.P Rule 2002(f), and L.B.R. 2002-1 Approving Agreement with Epiq Bankruptcy Solutions, LLC (“Agent”) and Appointing Agent as Claims, Noticing, and Balloting Agent (the “Application”), the Court having read the Application and examined the attached Declaration of James Katchadurian, and being otherwise fully advised in the premises, hereby

FINDS that (i) neither Agent nor any employee thereof has any connection with the Debtors, its creditors, or any other party in interest herein, (ii) the Agent and its employees are “disinterested persons,” as that term is defined in 11 U.S.C. § 101(14), as modified by Section 1107(b), (iii) the Agent and its employees are do not hold or represent any interest adverse to the Debtors’ estate, except as may be set forth in the Application, and (iv) the employment of Agent is necessary and is in the best interests of the Debtors, the Debtors’ estates, their creditors, and other parties in interest. The Court hereby

ORDERS that the Application is GRANTED. The Agent is appointed as the Claims, Noticing, and Balloting Agent in the Debtors’ Chapter 11 cases, pursuant to 28 U.S.C. § 156(c), Fed.R.Bank.P Rule 2002(f), and L.B.R. 2002-1, and the Agent is authorized to perform the services set forth in the Application as requested by the office of the Clerk of the Bankruptcy Court for the District of Colorado or the Debtors on the terms and conditions of the Agreement, attached to the Application as Exhibit 1. The Court further

ORDERS that the terms of the Agreement are approved, and the fees and expenses of Agent incurred in the performance of services in accordance with the Agreement shall be treated as administrative expenses of the Debtors' Chapter 11 estates and be paid on a monthly basis by the Debtors in the ordinary course of business in accordance with the terms of the Agreement without further Order of this Court. The Debtors and Agent are hereby authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

DATED this _____ day of _____, 2010.

BY THE COURT:

U.S. BANKRUPTCY JUDGE