

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

In re:	)	Chapter 11
	)	
SPRINGBOK SERVICES, INC.,	)	Case No. 10-25285-HRT
EIN: 20-3400089	)	
	)	
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**

Springbok Services, Inc. (“Debtor”), by and through its counsel, Bieging Shapiro & Burrus LLP, respectfully moves this Court for entry of an order, pursuant to 28 U.S.C. § 156(c), as supplemented by Fed. R. Bank. P. 2002(f) and L.B.R. 2002-1, approving the Debtor’s agreement with Epiq Bankruptcy Solutions, LLC (“Agent”) and appointing Agent as claims, noticing and balloting agent (the “Motion”).

In support thereof, Debtor states as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Motion 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 Motion 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 June 18, 2010 (the “Petition Date”), Debtor filed its Voluntary Petition for relief under Chapter 11 of Title 11 of the United States Code (“Bankruptcy Code”). Debtor continues to operate its business as a debtor in possession. No creditors committee has been appointed.

**RELIEF REQUESTED**

3. By this Motion, the Debtor seeks entry of an order authorizing the Debtor 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, (ii) receive, maintain, docket, and otherwise administer the proofs of claims filed in these

Chapter 11 cases, (iii) tabulate acceptances and rejections of the Debtor's plan of reorganization, and (iv) provide such other administrative services that the Debtor, Clerk of the Court (the "Clerk"), or the Court may require.

4. In support of the Motion, the Debtor relies upon and incorporates by this reference the Declaration of Daniel McElhinney, Executive Vice President of Agent, attached hereto as **Exhibit 2** (the "Agent Declaration").

### QUALIFICATIONS

5. The Debtor has over 1,600 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 Debtor's creditor body makes it impracticable for the Clerk or Debtor's Bankruptcy Counsel 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 Debtor's business, the Debtor respectfully submits 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 Debtor's estate and its creditors. Authorizing the relief requested herein on an expedited basis is accordingly appropriate in this case.

6. 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 Debtor wishes to engage Agent to send out certain designated notices and to maintain claims files and a claims and voting register. The Debtor believes that such assistance will expedite service of notices, streamline the claims administration process, and permit the Debtor to focus on its reorganization efforts.

7. The Debtor believes 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. Agent is also currently engaged in the Bankruptcy Case styled *In re Brundage-Bone Concrete Pumping, Inc.*, Case No. 10-10758 ABC, pending in this Court.

8. Fed. R. Bankr. P. 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.

9. 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 U.S.C. § 156(c).

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

### **AGENT'S DISINTERESTEDNESS**

11. Although the Debtor does not propose to retain Agent under 11 U.S.C. § 327, to the best of the Debtor's 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 Debtor's estate in connection with any matter upon which Agent will be employed; and (ii) do not have any adverse connection with the Debtor, the Debtor's 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.

12. To the best of the Debtor's 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 Debtor; (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 Debtor; and (iii) do not have an interest materially adverse to the interest of the estate 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 Debtor's, or for any other reason.

13. 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.

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

### **SCOPE OF SERVICES**

15. The Debtor proposes to retain Agent on the terms and conditions set forth in the Agreement.

16. As the Claims, Noticing, and Balloting Agent and at the request of the Debtor 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 any auction sale hearing; (ii) notice of the claims bar date; (iii) notice of objection to claims; (iv) notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and (v) other miscellaneous notices to any entities, as 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 Agent's 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 Debtor filed with the Court (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto and providing assistance in preparing same if requested by the Debtor;
- f Maintaining copies of all proofs of claim and proofs of interest, and transfers of claims filed with the Clerk or the Court (in hard copy and electric form), including: (i) receipt, retention and maintenance of all paper claims received electronically or by Federal Express (with prepaid envelopes provided by Agent) from the Clerk's office; and (ii) monitoring and incorporating electronically filed proofs of claim, proofs of interest, and transfers of claims into Agent's database, including any proofs of claim, proofs of interest, and transfers of claims filed in error with the Clerk's office or the Court;
- 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 proofs of claim, proofs of interest, and transfers of claims submitted, whether or not such proofs of claim, proofs of interest, and transfers of claims are submitted in error with the Court;

i Creating and maintaining a website (the "BBCP Website") with general case information, key documents, claim search function, and mirror of ECF case docket;

j Providing access to the public for examination of copies of the proofs of claim or interest via the BBCP Website or by electronic mail upon request;

k Maintaining official separate claims registers, including, among other things, the following information for each proof of claim, proof of interest, and transfer of claim (including those filed in error with the Clerk's office or the Court): (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;

l 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, making the claims register available on-line;

m Implementing necessary security measures to ensure the completeness and integrity of the claims registers;

n Recording all transfers of claims pursuant to Fed. R. Bankr. P. Rule 3001(e), providing notice of such transfers as required by Fed. R. Bankr. P. Rule 3001(e), and filing certificates of service of such notices as required;

o Maintaining an up-to-date mailing list, and filing bi-weekly updates with the Court, for all entities that have filed a proof of claim, proof of interest, transfer of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office;

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; and

t Prior to the close of these Chapter 11 Cases, assisting the Debtor 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.

17. As a condition of being paid final fees and costs as Agent, Agent shall transmit to the Clerk's office all claims in an electronic format on compact discs, scanned at 300 dpi, grouped together by case, in numeric order, and saved with no more than 250 pages per case grouping of claims.

18. Due to the limited nature of Agent's services as well as the great benefit of such services to the Debtor and the Clerk's office, the Debtor seeks a waiver of the requirements pursuant to L.B.R. 5005-4 and L.B.R. 5005-4 App requiring that: (i) Agent be admitted to the Colorado bar to electronically file certain pleadings and documents; (ii) Agent file a motion to appear *pro hac vice* to electronically file certain pleadings and documents; and (iii) Agent complete ECF training to electronically file certain pleadings and documents. The Debtor seeks this waiver so that Agent may directly electronically file certificates of service, copies of registries, matrices, and other documents with the Court.

19. The Debtor requests 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.

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

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

22. For all of the foregoing reasons, the Debtor believes that the retention of Agent as the Claims, Noticing, and Balloting Agent is appropriate and in the best interests of the Debtor, the estate and creditors.

WHEREFORE, the Debtor respectfully requests that the Court enter an order: (i) authorizing the Debtor 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: June 18, 2010.

BIEGING SHAPIRO & BURRUS LLP

By: /s/ Duncan E. Barber  
Duncan E. Barber, #16768  
Steven T. Mulligan, #19901  
4582 S Ulster Street Pkwy, Suite 1650  
Denver, Colorado 80237  
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smulligan@bsblawyers.com

Proposed Counsel for Springbok Services, Inc.

124935



# EPIQ

## STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between Epiq Bankruptcy Solutions, LLC ("Epiq") and Springbok Services, Inc and related debtors (collectively, the "Client"), as of June 18, 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 \$15,000 (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.

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**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 HEREIN, 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.

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**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.

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- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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:

Springbok Services Inc.  
345 Inverness Drive South

With a copy to:

Building C, Suite 300  
Englewood, CO 80112  
Attn: James A. Skelton, Chief Restructuring Officer  
Steven T. Mulligan, Esq.  
Biegling Shapiro & Burrus LLP  
4582 S Ulster St Pkwy  
Suite 1650  
Denver, CO 80237

*QES*



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".

\_\_\_\_\_  
Name: Daniel C. McElhinney  
Title: Executive Director

[CLIENT] **SPRINGBOK SERVICES, INC.**

By: A handwritten signature in black ink, appearing to read "James A. Skelton".

Name: James A. Skelton  
Title: Chief Restructuring 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).

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- 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 permission based and password protected simultaneous document sharing in connection with asset sale due diligence, contract and invoice review, or creation of contract repository, among other reasons.

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**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.

*Clerk*



- 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.

gas/



**EXHIBIT B**

**PRICING SCHEDULE**

**Professional Services**

<b><u>Title</u></b>	<b><u>Hourly Rate Range</u></b>	<b><u>Average Rate</u></b>
Clerk	\$36 - \$54	\$ 45.00
Case Manager (Level 1)	\$112.50 - \$157.50	\$135.00
IT Programming Consultant	\$126 - \$171	\$148.50
Case Manager (Level 2)	\$169.50 - \$198	\$183.75
Senior Case Manager	\$202.50 - \$247.50	\$225.00
Senior Consultant	\$265.50	\$265.50

**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	\$0.30 per image
OCR <sup>1</sup> 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

<sup>1</sup> 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

*705/*

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

In re:	)	Chapter 11
	)	
SPRINGBOK SERVICES, INC.,	)	Case No. 10-10-25285-HRT
EIN: 20-3400089	)	
	)	
Debtor.	)	

**DECLARATION OF DANIEL MCELHINNEY 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**

Daniel McElhinney, being first duly sworn, upon his oath states:

1. I am the Executive Director 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 “Motion”), filed contemporaneously herewith by Springbok Services, Inc., the debtor in possession in the above-captioned cases (the “Debtor”). 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 including in the Bankruptcy Case styled *In re Brundage-Bone Concrete Pumping, Inc.*, Case No. 10-10758 ABC, pending in this Court.

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 Debtor 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 any auction sale hearing; (ii) notice of the claims bar date; (iii) notice of objection to claims; (iv) notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and (v) other miscellaneous notices to any entities, as the Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Case;
- 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 Agent's 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 Debtor filed with the Court (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto and providing assistance in preparing same if requested by the Debtor;
- f. Maintaining copies of all proofs of claim and proofs of interest, and transfers of claims filed with the Clerk or the Court (in hard copy and electric form), including: (i) receipt, retention and maintenance of all paper claims received electronically or by Federal Express (with prepaid envelopes provided by Agent) from the Clerk's office; and (ii) monitoring and incorporating electronically filed proofs of claim, proofs of interest, and transfers of claims into Agent's database, including any proofs of claim, proofs of interest, and transfers of claims filed in error with the Clerk's office or the Court;
- g. Assisting with the preparation of and maintaining 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);
- h. Processing all proofs of claim, proofs of interest, and transfers of claims submitted, whether or not such proofs of claim, proofs of interest, and transfers of claims are submitted in error with the Court;
- i. Creating and maintaining a website (the "Springbok Website") with general case information, key documents, claim search function, and mirror of ECF case docket;
- j. Providing access to the public for examination of copies of the proofs of claim or interest via the Springbok Website or by electronic mail upon request;
- k. Maintaining an official claims register for, among other things, the following information for each proof of claim, proof of interest, and transfer of claim (including those filed in error with the Clerk's office or the Court): (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;

l. Transmitting to the Clerk's office a copy of the claims register, on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, making the claims register available on-line;

m. Implementing necessary security measures to ensure the completeness and integrity of the claims register;

n. Recording all transfers of claims pursuant to Fed. R. Bankr. P. Rule 3001(e), providing notice of such transfers as required by Fed. R. Bankr. P. Rule 3001(e), and filing certificates of service of such notices as required;

o. Maintaining an up-to-date mailing list, and filing bi-weekly updates with the Court, for all entities that have filed a proof of claim, proof of interest, transfer of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office;

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 Debtor;

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; and

t. Prior to the close of the Chapter 11 Cases, assisting the Debtor 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 the case.

5. As a condition of being paid final fees and costs as Agent, Agent shall transmit to the Clerk's office all claims in an electronic format on compact discs, scanned at 300 dpi, grouped together by case, in numeric order, and saved with no more than 250 pages per case grouping of claims.

6. Due to the limited nature of Agent's services as well as the great benefit of such services to the Debtor and the Clerk's office, the Debtor seeks a waiver of the requirements pursuant to L.B.R. 5005-4 and L.B.R. 5005-4 App requiring that: (i) Agent be admitted to the Colorado bar to electronically file certain pleadings and documents; (ii) Agent file a motion to appear *pro hac vice* to electronically file certain pleadings and documents; and (iii) Agent

complete ECF training to electronically file certain pleadings and documents. The Debtor seeks this waiver so that Agent may directly electronically file certificates of service, copies of registries, matrices, and other documents with the Court.

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

8. 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 this Chapter 11 case, 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 Debtor for work involving these Chapter 11 cases.

9. The Debtor selected Epiq to serve as the Claims and Noticing Agent for the Debtor's estate, 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 Debtor that would impair Epiq's ability to serve as Claims and Noticing Agent. Epiq may have relationships with certain of the Debtor's 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 this Chapter 11 case. In addition, Epiq personnel may have relationships with some of the Debtor's 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 this Chapter 11 case. Epiq has and will continue to represent clients in matters unrelated to the Chapter 11 case. 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 Debtor's case in matters unrelated to the case. Epiq serves as the claims and noticing agent in the Chapter 11 cases of Chrysler Corporation, now known as Old Carco LLC., and related debtors (collectively referred to herein as "Chrysler"). Chrysler is listed as a creditor of the Debtors. Assuming Chrysler is a creditor of the Debtors, the administrative nature of Epiq's role in each of these cases is such that we would not view Epiq's involvement in both cases to be a real or potential conflict of interest. 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 Debtor's estate in connection with any matter upon which Agent will be employed; and (ii) do not have any adverse connection with the Debtor, the Debtor's 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.

10. 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.

11. 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.

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

13. To the best of my knowledge, the Agent's members and employees: (i) are not creditors, equity security holders or insiders of the Debtor; (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 Debtor; and (iii) do not have an interest materially adverse to the interest of the estate 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 Debtor, or for any other reason.

14. 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.

15. 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).

Dated: June 15, 2010.



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Daniel McElhinney  
Executive Vice President  
Epiq Bankruptcy Solutions, LLC

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

In re:	)	
	)	Chapter 11
	)	
SPRINGBOK SERVICES, INC.,	)	Case No. 10-25285-HRT
EIN: 20-3400089	)	
	)	
Debtor.	)	
	)	

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**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**

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THIS MATTER having come before the Court on the Debtor’s Application for Order Under to 28 U.S.C. § 156(c), Fed. R. Bank. 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 the “Motion”), filed by Springbok Services, Inc. (“Debtor”), seeking authorization to employ Epiq Bankruptcy Solutions, LLC (“Agent”), as Debtor’s claims, noticing and balloting agent, and the Court having read the Motion and examined the attached Declaration of Daniel McElhinney, and being otherwise fully advised in the premises, hereby

FINDS: (i) neither Agent nor any employee thereof has any connection with the Debtor, 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 do not hold or represent any interest adverse to the Debtor’s estate, except as may be set forth in the Motion; and (iv) the employment of Agent is necessary and is in the best interests of the Debtor, the Debtor’s estate, their creditors, and other parties in interest.

The Court hereby:

ORDERS that the Motion is GRANTED. The Agent is appointed as the Claims, Noticing, and Balloting Agent in the Debtor’s Chapter 11 case, 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 Motion as requested by the office of the Clerk of the Bankruptcy Court for the District of Colorado or the Debtor on the terms and conditions of the Agreement, attached to the Motion as Exhibit 1, subject to the following clarifications:

1. The requirements of Local Bankruptcy Rule 5005-4 and Local Bankruptcy Rule 5005-4App with respect to Agent’s employment in the above-captioned case is waived and Agent shall be granted ECF filing access to electronically file certificates of service, copies of registries, matrices, and other documents with the Court.

2. Agent shall monitor the Court's electronic claims registry to ensure that all claims filed in error with the Court are properly recorded on the official registry maintained by the Agent.
3. Agent shall docket all paper claims erroneously filed with the Court and pay the cost of any milling or shipping of those claims to Agent.
4. Agent shall file certificates of service evidencing service of transfers filed without a waiver of notice to the proper parties.
5. Bi-weekly, Agent shall file up-to-date mailing lists for all entries that have filed a proof of claim, proof of interest, transfer of interest or notice of appearance.
6. As a condition of being paid final fees and costs, Agent shall transmit to the Clerk's office all claims in an electronic format on compact discs, and the claims must be scanned at 300 dpi, grouped together by case, in numeric order, and saved with no more than 250 pages per case grouping of claims.

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 Debtor's Chapter 11 estate and be paid on a monthly basis by the Debtor in the ordinary course of business in accordance with the terms of the Agreement without further Order of this Court. The Debtor 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 July, 2010.

BY THE COURT:

\_\_\_\_\_  
U.S. BANKRUPTCY JUDGE

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

In re:	)	Chapter 11
	)	
SPRINGBOK SERVICES, INC.,	)	Case No. 10-25285-HRT
EIN: 20-3400089	)	
	)	
Debtor.	)	

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**CERTIFICATE OF SERVICE OF MOTION AND PROPOSED ORDER**

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The undersigned certifies that on June 18, 2010, I served by prepaid first class mail a copy of the **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**, and proposed order on those persons on the attached list.

Dated: June 21, 2010.

BIEGING SHAPIRO & BURRUS LLP

By: /s/ Duncan E. Barber  
 Duncan E. Barber, #16768  
 Steven T. Mulligan, #19901  
 4582 S. Ulster Street Parkway, # 1650  
 Denver, CO 80237  
 Tel: (720) 488-0220  
 Fax: (720) 488-7711  
 E-mail: dbarber@bsblawyer.com  
 E-mail: smulligan@bsblawyers.com

Proposed counsel for Springbok Services, Inc.

**TWENTY LARGEST UNSECURED CREDITORS**

BI Worldwide / AT&T Reward Central  
Attn: Larry Schoenecker  
7623 Bush Lake Road  
Minneapolis, MN 55439

Chrysler Financial / Corporate- INT'L  
Attn Thomas Gilman  
27777 Inkster Road  
Farmington Hills, MI 48334

Group Ō Direct  
Attn: Robert Marriott  
4905 77th Avenue  
Milan, IL 61264

Hallmark Insights - Corporate  
Attn Keith Fenhaus  
121 South 8th Street, 7th Floor  
Minneapolis, MN 55402

Hines Reit 345 Inverness Drive  
c/o Charles N. Hazen  
Hines Interest Limited Partnership  
2800 Post Oak Blvd., Suite 5000  
Houston, TX 77056

Homes.org  
Attn Michael Wallace  
3303 W Commercial Blvd  
Ft Lauderdale, FL 33309

KeyBank  
Attn David Sanderson  
1950 S. Reynolds Rd.  
Toledo, OH 43614

KeyBank  
Attn: Dale Clayton  
Senior Vice President  
KeyBank Asset Recovery Group  
36 South State Street, Suite 2506  
Salt Lake City, Utah 84111

Lois M. Le Menager,  
9701 West Higgins Road  
Rosemont, IL 60018

Lexcel Solutions Inc.  
Attn Carl Kubitz  
4110 N Scottsdale Rd, Ste 360  
Scottsdale, AZ 85251

Marketing Innovators - Insured Services  
Attn: Lois M. Le Menager  
9701 W Higgins Road, 4th Floor  
Rosemont, IL 60018

MD Anderson Cancer Center  
Attn: John Mendelsohn, M.D.  
2450 Holcombe Blvd U0634  
Houston, TX 77021-2024

Mercedes-Benz Financial  
Attn Thomas Gilman  
36455 Corporate Drive  
Farmington Hills, MI 48331

Metabank  
Attn Accounts Receivable  
5501 S. Broadband Lane  
Sioux Falls, SD 57108

Nana Pacific LLC-Expense  
Attn Jacquelyn R Luke  
3150 C St, Ste 250  
Anchorage, AK 99503

Nationwide Insurance  
Attn: Aaron Sands  
1100 Locust Street  
Des Moines, IA 50391

Pepsi Bottling Group  
Attn Eric J Foss  
1 Pepsi Way  
Somers, NY 10589

RBS Card Services  
Attn Joseph Hoffman  
1000 Lafayette Blvd, 10th Floor  
Bridgeport, CT 06604

Starz / CCN  
Attn Chris Albrecht  
8900 Liberty Circle  
Englewood, CO 80112

TXU Energy Rewards –  
Prepaid Card Coupon  
Attn: Jim Burke  
6555 Sierra Drive  
Irving, TX 75039

Vienna Tax Service, Ltd  
Attn Trecie A Lloyd  
45 Commercial Drive  
Vienna, IL 62995

**OTHERS**

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Office of the US Trustee  
999 18<sup>th</sup> St., Ste. 1551  
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Attn: Brad Fauss and Jim Skelton  
345 Inverness Drive South,  
Building C, Suite 300  
Englewood, CO 80112

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Attn: Kenneth M. Goins, Jr  
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