

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

Connector 2000 Association, Inc.,

Debtor.

Case No. 10-04467-dd

Chapter 9

**APPLICATION FOR AN ORDER AUTHORIZING DEBTOR TO EMPLOY AND
RETAIN EPIQ BANKRUPTCY SOLUTIONS, LLC AS NOTICE, SOLICITATION AND
BALLOTING AGENT**

Connector 2000 Association, Inc. (“Debtor”), hereby applies for entry of an order, without a hearing, authorizing the Debtor to employ Epiq Bankruptcy Solutions, LLC (“Epiq”) as noticing and balloting agent. A proposed form of Order is attached hereto as Exhibit 1. As this is a Chapter 9 case, Debtor submits that court approval is not statutorily required. Debtor is filing this Application in conjunction with the Motion for Order: (1) Scheduling Hearing on Confirmation of the First Amended Plan for Adjustment of Debts; (ii) Approving Solicitation Procedures; (iii) Establishing Deadlines; and (iv) Approving form and manner of Notice of the Confirmation Hearing (the “Solicitation Motion”). In support of this application, the Debtor would respectfully show unto this Court the following:

I. Background

1. On June 24, 2010 (the “Petition Date”), Debtor filed its voluntary petition for relief under Chapter 9 of the Bankruptcy Code in the United States Bankruptcy Court for the District of South Carolina (the “Bankruptcy Court”). A plan and a disclosure statement were filed by the Debtor on October 22, 2010. On November 23, 2010, the Debtor filed the First

Amended Disclosure Statement and the First Amended Plan. The Court has scheduled a hearing on January 5, 2011 to consider approval of the First Amended Disclosure Statement.

2. Prior to the Petition Date, to finance the construction of the Southern Connector, the Debtor issued \$200,177,680 original principal amount of Connector 2000 Association, Inc. Toll Road Revenue Bonds (Southern Connector Project, Greenville, South Carolina), Series 1998A, Series 1998B and Series 1998C (collectively, the “Bonds”) on February 11, 1998 pursuant to a Master Indenture of Trust and a First Supplemental Indenture of Trust, each dated as of February 1, 1998 (the “Original Trust Indenture”) between the Debtor and First Union National Bank, as predecessor in trust to U.S. Bank National Association, as trustee (the “Senior Bonds Trustee”).

3. The Bonds were issued as “63-20” bonds on behalf of SCDOT on a tax exempt basis and sold in three series: (i) \$66,200,000 original principal amount of the Series 1998A Bonds, (ii) \$87,385,622 original principal amount of the Series 1998B Bonds, and (iii) \$46,592,058 original principal amount of the Series 1998C Bonds. The Series 1998A and Series 1999B Bonds are collectively referred to herein as the “Senior Bonds.” The Series C Bonds are also referred to herein as the “Subordinate Bonds.”

4. The Series 1998A Bonds are current interest bonds and consisted originally of (i) \$21,400,000 5.25% bonds maturing, subject to earlier mandatory sinking fund redemption, on January 1, 2023, and (ii) \$44,800,000 5.375% bonds maturing, subject to earlier mandatory sinking fund redemption, on January 1, 2038. Interest on the Series 1998A Bonds is payable semi-annually on January 1 and July 1 of each year.

5. The Series 1998B Bonds and the Series 1998C Bonds are capital appreciation bonds (the “Capital Appreciation Bonds”) and consist of zero-coupon obligations which accrete

interest and mature serially starting January 1, 2008 and continuing until January 1, 2038. Interest on the capital appreciation bonds accretes, compounded semi-annually and generally is payable at maturity or upon optional redemption. The Series 1998B Bonds have yields between 5.30% and 5.85%. The Series 1998C Bonds have yields between 6.15% and 6.30%. No interest has been paid to date on the outstanding capital appreciation bonds.

6. Subsequent to issuance of the Bonds, the Senior Bonds Trustee requested that the Debtor enter into the Second Supplemental Indenture of Trust and a separate instrument appointing HSBC Bank USA, NA as standby co-trustee for the Subordinate Bonds. The Second Supplemental Indenture of Trust became effective January 1, 2008 at which time HSBC Bank, USA, N.A. assumed the role as indenture trustee for the Subordinate Bonds (the "Subordinate Bonds Trustee").

7. One of the roles of each indenture trustee is to serve as the official registrar of the Bonds and thereby maintain the official records of the holders of the Bonds. Pursuant to the terms of the Original Trust Indenture, all of the Bonds are "book entry only bonds". The Bonds were issued in fully registered form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC acts as securities depository for the Bonds. However, the beneficial ownership interest in the Bonds is made in book-entry-only form through brokers and dealers who are, or act through, DTC participants ("DTC Participants"). The beneficial owners of the Bonds (collectively, the "Beneficial Holders") are not entitled to receive physical delivery of the Bonds. For so long as any person is the Beneficial Holder of a Bond, such person must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of principal and interest on such Bond. Consequently, the Debtor does not have a record of the identity of any Beneficial Holders unless

a Beneficial Holder has filed a claim in this proceeding. It is estimated that there are in excess of approximately 500 Beneficial Holders of the Bonds.

8. Due the nature in which records of the ownership interest of the Bonds is maintained, Debtor, in its Solicitation Motion, is seeking approval of a solicitation procedure which will result in (i) the distribution of the First Amended Disclosure Statement, the First Amended Plan and any related solicitation materials and (ii) the collection and analysis of votes related to the First Amended Plan, in accordance with the requirements of the Bankruptcy Code and the Bankruptcy Rules. Debtor has determined that it needs to employ a noticing and balloting solicitation and tabulation agent to assist the Debtor in implementing the procedures contemplated by the Solicitation Motion.

II. Relief Requested.

The Debtor seeks entry of any order approving the Debtor's employment of Epiq as its noticing and balloting solicitation and tabulation agent (the "Solicitation Agent") in this case and pursuant to the terms of the proposed Standard Services Agreement between the Debtor and Epiq, a copy of which is attached hereto as Exhibit 2. In such capacities, Epiq shall inspect, monitor and supervise the solicitation process, serve as the tabulator of the Ballots and certify to the Court the results of the balloting as described more fully in Debtor's Solicitation Motion.

Epiq has agreed to provide, at the Debtor's request, the following services in this case in accordance with the Standard Service Agreement, include the following:

(a) Balloting and Tabulation Agent: Epiq will provide balloting and related services in the solicitation process for the plan, including (as needed):

- i. Provide advice to the company and its counsel regarding all aspects of the plan vote, including timing issues, voting and tabulation procedures, and documents needed for the vote.

- ii. Review the voting portions of the disclosure statement and ballots, particularly as they may relate to beneficial owners of securities held in Street name.
- iii. Work with the company to request appropriate information with respect to the bonds from The Depository Trust Company and the indenture trustee.
- iv. Mail voting documents to any registered record holders of bonds, if any, and other parties, as needed.
- v. Coordinate the distribution of voting documents to Street name holders of bonds by forwarding the appropriate documents to the banks and brokerage firms holding the securities (or their agent), who in turn will forward it to beneficial owners for voting.
- vi. Distribute copies of the master ballots to the appropriate nominees after the initial mailing, so that firms may cast votes on behalf of beneficial owners.
- vii. Prepare a certificate of service for filing with the court.
- viii. Handle requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
- ix. Respond to telephone inquiries from security holders and nominees regarding the disclosure statement and the voting procedures. Epiq will restrict its answers to the information contained in the plan documents, and will seek assistance from the company or its counsel on any questions that fall outside of the voting documents.
- x. Receive and examine all ballots and master ballots cast by voting parties. Epiq will date- stamp the originals of all such ballots and master ballots upon receipt.
- xi. Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a vote certification for filing with the court.
- xii. Undertake such other duties as may be agreed upon by the company and Epiq, including, but not limited to, claims agent and noticing services, as needed.

(b) Notice Mailings: If necessary, Epiq will:

- i. prepare and serve required notices to holders of securities.

- ii. Work with the company to request appropriate information to ensure that any mailing is done correctly.
- iii. Coordinate with the brokers or banks holding the securities, or their agent, to coordinate the forwarding of notices to beneficial owners of securities, deliver the appropriate documents to the firms with instructions for mailing, and follow-up to be certain that notices are forwarded to beneficial holders.
- iv. Prepare, when necessary, an affidavit of service for filing with the Court.

As set forth more fully in the Declaration of Jane Sullivan, attached hereto as Exhibit 3, Epiq is a specialist in bankruptcy administration and has vast experience in noticing, claims and balloting administration. The Debtor believes that Epiq is well-qualified to provide such services, expertise, consultation and assistance to the Debtor. Epiq has provided identical or substantially similar services in similar bankruptcy cases involving bond holders and publicly traded securities and in a variety of other jurisdictions. By appointing Epiq as the Solicitation Agent, the Debtor, the Bond Holders, the creditor, and other parties in interest will benefit from Epiq's experience as a noticing, soliciting and balloting agent and the efficient and cost-effective methods that Epiq has developed.

For the foregoing reasons, the Debtor believes the retention of Epiq as a Solicitation Agent is appropriate and in the best interest of the Debtor, Bond Holders, creditors and other parties in interest. To the best of Debtor's knowledge, and as set forth in the Declaration of Jane Sullivan, attached hereto as Exhibit 3, Epiq is disinterested person and does not hold or represent an interest adverse to the Debtor. The members and employees of Epiq are not creditors or bondholders of the Debtor. Epiq's members and employees, in the ordinary course of their personal affairs, may have relationships with certain bond holders or creditors of the Debtor. However, to the extent Epiq, Epiq's members, and or its employees may have relationships with

any of the Debtor's creditors, Bond Holders, any other parties-in-interest in this Chapter 9 case, or the respective attorneys of any of the foregoing, such relationship is completely unrelated to this Chapter 9 case.

The Debtor proposes to retain Epiq at the rates set forth in the Standard Services Agreement which is attached hereto as Exhibit 2. The cost of Epiq's services will be paid by the Debtor in the ordinary course of its business (without the need for Epiq to file formal fee applications), after submission of an invoice in reasonable detail describing the basis for the fees and expenses requested to be paid thereto, unless Epiq is advised that the Debtor objects to the invoice, in which case the Debtor will schedule a hearing with the Court to consider the disputed invoice. The Debtor believes the rates to be charged for Epiq for the services to be performed are reasonable and appropriate for services of this nature. The Debtor reviewed the rates of other firms prior to selecting Epiq and believes that Epiq's rates are reasonable given the quality of their services.

III. Conclusion.

Wherefore, the Debtor respectfully requests the that Court enter an order, in substantially the form attached hereto as Exhibit 1, authorizing the Debtor to employ Epiq Bankruptcy Solutions, LLC as noticing, solicitation, and balloting agent and granting such other and further relief this Court deems just and equitable.

HAYNSWORTH SINKLER BOYD, P.A.

By: /s/Stanley H. McGuffin
Stanley H. McGuffin
District ID No. 2833
William H. Short, Jr.
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Attorneys for Debtor Connector 2000
Association, Inc.

December 10, 2010

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

Case 10-04467-dd

**ORDER AUTHORIZING DEBTOR TO EMPLOY AND RETAIN EPIQ BANKRUPTCY
SOLUTIONS, LLC AS NOTICE, SOLICITATION AND BALLOTING AGENT**

The relief set forth on the following pages, for a total of ____ pages including this page, is hereby
ORDERED.

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

Connector 2000 Association, Inc.,

Debtor.

Case No. 10-04467-dd
Chapter 9

**ORDER AUTHORIZING DEBTOR TO EMPLOY AND RETAIN EPIC BANKRUPTCY
SOLUTIONS, LLC AS NOTICE, SOLICITATION AND BALLOTING AGENT**

This matter came before the Court on the Application (“Application”) of Connector 2000 Association, Inc. (“Debtor”), for entry of an order, without a hearing, authorizing the Debtor to employ Epiq Bankruptcy Solutions, LLC (“Epiq”) as noticing and balloting agent. Upon consideration of the Application, this Court finds the notice of the Application is reasonable and appropriate under the circumstances, and the Court determines that the relief requested in the Application is appropriate and in the best interests of the parties in interest in this case.

IT IS HEREBY ORDERED THAT:

1. The Application is granted.
2. The Debtor is authorized to employ Epiq as noticing and balloting agent on the terms set forth in the Application and in the Standard Services Agreement between the Debtor and Epiq attached to the Application as Exhibit 2.
3. The Debtor and Epiq is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

AND IT IS SO ORDERED.

EXHIBIT 2



EPIQ

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between Epiq Bankruptcy Solutions, LLC (“Epiq”) and Connector 2000 Association, Inc. and related entities (collectively, the “Client”), as of December 6, 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.

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, 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. ~~this~~ 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, Esq.

If to Client:

Connector 2000 Association, Inc.

With a copy to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor
Columbia, SC 29201-3232
Attn: Lindsey Carlberg Livingston, Esq.



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

EPIQ BANKRUPTCY SOLUTIONS, LLC

Name: Jane Sullivan
Title: Executive Director

CONNECTOR 2000 ASSOCIATION, INC.

By:_____

Name:
Title:



EXHIBIT A

SERVICES SCHEDULE

Assumptions

In preparing this letter, we have assumed that the following parties would be entitled to vote on the plan:

- Three public bond issues (held over 60 Cusips, with an aggregate of approximately 750 holders in “Street” name);
- One creditor (non-securities); and
- if requested, other parties who may be entitled to receive voting documents.

Services

Balloting and Tabulation Agent: Epiq will provide balloting and related services in the solicitation process for the plan, including (as needed):

- Provide advice to the company and its counsel regarding all aspects of the plan vote, including timing issues, voting and tabulation procedures, and documents needed for the vote.
- Review the voting portions of the disclosure statement and ballots, particularly as they may relate to beneficial owners of securities held in Street name.
- Work with the company to request appropriate information with respect to the bonds from The Depository Trust Company and the indenture trustee.
- Mail voting documents to any registered record holders of bonds, if any, and other parties, as needed.
- Coordinate the distribution of voting documents to Street name holders of bonds by forwarding the appropriate documents to the banks and brokerage firms holding the securities (or their agent), who in turn will forward it to beneficial owners for voting.
- Distribute copies of the master ballots to the appropriate nominees after the initial mailing, so that firms may cast votes on behalf of beneficial owners.
- Prepare a certificate of service for filing with the court.



- Handle requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
- Respond to telephone inquiries from security holders and nominees regarding the disclosure statement and the voting procedures. Epiq will restrict its answers to the information contained in the plan documents, and will seek assistance from the company or its counsel on any questions that fall outside of the voting documents.
- Receive and examine all ballots and master ballots cast by voting parties. Epiq will date- 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 certification for filing with the court.
- Undertake such other duties as may be agreed upon by the company and Epiq, including, but not limited to, claims agent and noticing services, as needed.

Notice Mailings:

- If necessary, prepare and serve required notices to holders of securities.
- Work with the company to request appropriate information to ensure that any mailing is done correctly.
- Coordinate with the brokers or banks holding the securities, or their agent, to coordinate the forwarding of notices to beneficial owners of securities, deliver the appropriate documents to the firms with instructions for mailing, and follow-up to be certain that notices are forwarded to beneficial holders.
- Prepare, when necessary, an affidavit of service for filing with the Court.



Call Center:

Provide state-of-the-art Call Center facility and services, including (as needed):

- Create 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.



EXHIBIT B
PRICING SCHEDULE

Epiq will charge for its services on the following basis:

Fees and Expenses

Noticing for solicitation mailing:

Project Fee	\$10,000 ¹
Individual Parties, including Any registered debt securities lenders, or other parties	\$1.75 - \$2.25 per voting or exchange package (subject to a \$750 minimum per file)

Noticing other than solicitation mailing:

Project Fee	\$5,000
Individual Parties	\$0.50 - \$0.65 per holder (Two paper notices included in the same envelope; subject to a \$500 minimum per class or issue)

Other services

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
Surcharge for late voting deadline (after 8:00 PM Eastern)	\$2,500

¹ The Project Fee covers the coordination with all brokerage firms, banks, institutions and other nominees, including the distribution of voting and related materials. This assumes one distribution of materials which will be directed to the firms' proxy departments, a single plan vote (and no distribution elections or subscriptions), and no extensions of the voting deadline. The Project Fee also includes an access charge for the nominee database and mail service's preparation of delivery packages for nominees.



Professional Services

Executive Vice President	\$410 per hour
Vice President	\$360 per hour
Senior Consultant	\$300 per hour
Senior Case Manager	\$225 - \$275 per hour
Case Manager (Level 2)	\$185 - \$220 per hour
IT Programming Consultant	\$140 - \$180 per hour
Case Manager (Level 1)	\$125 - \$175 per hour
Clerical	\$40 - \$60 per hour

Overtime and Weekend Rates

Epiq does not include a premium/overtime charge for any of the professional services it performs other than a modest surcharge of \$2,500 for a voting deadline that occurs after 8PM eastern. However, outside vendors utilized by Epiq may include a premium/overtime charge for work performed on a weekend, holiday or after standard business hours.

Printing

Printing - \$0.10 per image (plus envelope face)

CD-Roms – maximum of \$5.00 per CD-Rom, depending upon volume (quote may be provided)

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

Virtual Data Room Services

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

Note: 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.



Note: All out-of-pocket expenses relating to any work undertaken by Epiq will be charged separated (including, but not limited to, travel costs, postage, messengers and couriers, expenses incurred by Epiq in obtaining or converting depository participant, creditor, shareholder and/or lists of Non-Objecting Beneficial Owners, and appropriate charges for supplies, in-house photocopying and telephone usage). Epiq reserves the right to request advance payment for significant expenses (including, but not limited to, postage advances).

EXHIBIT 3

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

Connector 2000 Association, Inc.,

Debtor.

Case No. 10-04467-dd
Chapter 9

**DECLARATION OF JANE SULLIVAN IN SUPPORT OF DEBTOR'S APPLICATION
FOR AN ORDER AUTHORIZING DEBTOR TO EMPLOY AND RETAIN EPIC
BANKRUPTCY SOLUTIONS, LLC AS NOTICE, SOLICITATION AND BALLOTING
AGENT**

1. I, Jane Sullivan, hereby declare that the following is true and correct to the best of my knowledge, information and belief:

2. I am the Executive Vice President of Epiq Bankruptcy Solutions, LLC ("Epiq"), which maintains an office at 757 Third Avenue, Third Floor, New York, NY 10017, and I am authorized to submit this Declaration on behalf of Epiq. I submit this Declaration in support of Debtor's Application For an Order Authorizing Debtor to Employ and Retain Epiq Bankruptcy Solutions, LLC as Notice, Solicitation and Balloting Agent.

3. Epiq specializes in providing noticing, solicitation and balloting services to debtors in connection with solicitation of votes to accept or reject plans of reorganization and has extensive experience handling balloting for public securities.

4. As noticing, balloting solicitation and tabulation agent in this case ("Solicitation Agent"), the services Epiq proposes to render to Connector Debtor in accordance with the proposed Standard Services Agreement between the Debtor and Epiq, include the following:

(a) Balloting and Tabulation Agent: Epiq will provide balloting and related services in the solicitation process for the plan, including (as needed):

- i. Provide advice to the company and its counsel regarding all aspects of the plan vote, including timing issues, voting and tabulation procedures, and documents needed for the vote.
- ii. Review the voting portions of the disclosure statement and ballots, particularly as they may relate to beneficial owners of securities held in Street name.
- iii. Work with the company to request appropriate information with respect to the bonds from The Depository Trust Company and the indenture trustee.
- iv. Mail voting documents to any registered record holders of bonds, if any, and other parties, as needed.
- v. Coordinate the distribution of voting documents to Street name holders of bonds by forwarding the appropriate documents to the banks and brokerage firms holding the securities (or their agent), who in turn will forward it to beneficial owners for voting.
- vi. Distribute copies of the master ballots to the appropriate nominees after the initial mailing, so that firms may cast votes on behalf of beneficial owners.
- vii. Prepare a certificate of service for filing with the court.
- viii. Handle requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
- ix. Respond to telephone inquiries from security holders and nominees regarding the disclosure statement and the voting procedures. Epiq will restrict its answers to the information contained in the plan documents, and will seek assistance from the company or its counsel on any questions that fall outside of the voting documents.
- x. Receive and examine all ballots and master ballots cast by voting parties. Epiq will date- stamp the originals of all such ballots and master ballots upon receipt.
- xi. Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a vote certification for filing with the court.
- xii. Undertake such other duties as may be agreed upon by the company and Epiq, including, but not limited to, claims agent and noticing services, as needed.

(b) Notice Mailings: If necessary, Epiq will:

- i. prepare and serve required notices to holders of securities.
- ii. Work with the company to request appropriate information to ensure that any mailing is done correctly.
- iii. Coordinate with the brokers or banks holding the securities, or their agent, to coordinate the forwarding of notices to beneficial owners of securities, deliver the appropriate documents to the firms with instructions for mailing, and follow-up to be certain that notices are forwarded to beneficial holders.
- iv. Prepare, when necessary, an affidavit of service for filing with the Court.

5. Epiq has conducted a conflicts analysis and, to the best of its knowledge, Epiq neither holds nor represents an interest adverse to the Debtor. The members and employees of Epiq are not creditors or bondholders of the Debtor, and are not or were not, within 2 years before the date of the filing of the petition, a director, officer or employee of the Debtor. To the best of my knowledge, Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

6. The Debtor has bondholders and creditors which Epiq may have rendered and may continue to render services to certain of these bondholders and creditors in a ministerial and administrative capacity. Additionally, Epiq's members and employees, in the ordinary course of their personal affairs, may have relationships with certain bond holders or creditors of the Debtor. To the extent Epiq, Epiq's members, and or its employees may have relationships with any of the Debtor's creditors, bondholders, any other parties-in-interest in this Chapter 9 case, or the respective attorneys of any of the foregoing, such relationship is completely unrelated to this Chapter 9 case.

7. Epiq has assisted and advised numerous debtors in connection with noticing, claims and balloting administration for debtors, including those involving public securities.

8. I believe Epiq is well qualified to act as the Solicitation agent for the Debtor in this case.

9. As compensation for its services, Epiq will charge the rates set for in the pricing schedule attached to the Standard Services Agreement, which is attached as Exhibit B to the Solicitation Motion. These rates are comparable to those charged by other providers of similar services and they are at least as favorable as the rate Epiq charges to other debtors for similar services.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.


.....

Jane Sullivan

Executive Vice President

EPIQ BANKRUPTCY SOLUTIONS, LLC

Executed this 10th of December, 2010.