

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	
UPH HOLDINGS, INC.	§	CASE NO. 13-10570
PAC-WEST TELECOMM, INC.	§	CASE NO. 13-10571
TEX-LINK COMMUNICATIONS, INC.	§	CASE NO. 13-10572
UNIPOINT HOLDINGS, INC.	§	CASE NO. 13-10573
UNIPOINT ENHANCED SERVICES, INC.	§	CASE NO. 13-10574
UNIPOINT SERVICES, INC.	§	CASE NO. 13-10575
NWIRE, LLC	§	CASE NO. 13-10576
PEERING PARTNERS COMMUNICATIONS, LLC	§	CASE NO. 13-10577

DEBTORS. § CHAPTER 11

EIN: 45-1144038; 68-0383568; 74-2729541; 20-3399903; 74-3023729; 38-3659257; 37-1441383; 27-2200110; 27-4254637

6500 RIVER PL. BLVD., BLDG. 2, # 200 § JOINT ADMINISTRATION
AUSTIN, TEXAS 78730 § REQUESTED

DECLARATION OF J. MICHAEL HOLLOWAY, PRESIDENT AND CHIEF EXECUTIVE OFFICER OF THE DEBTORS, IN SUPPORT OF FIRST DAY MOTIONS

My name is J. Michael Holloway. I am competent to testify about the following matters:

1. I am the President and Chief Executive Officer of UPH Holdings, Inc., ("UPH"), Pac-West Telecomm, Inc., ("Pac-West"), Tex-Link Communications, Inc. ("Tex-Link"), UniPoint Holdings, Inc. ("UniPoint Holdings"), UniPoint Enhanced Services, Inc. ("UniPoint Enhanced Services"), UniPoint Services, Inc., ("UniPoint Services"), nWire, LLC ("nWire"), and Peering Partners Communications, LLC ("Peering Partners") (collectively the "Debtors"), and I am familiar with the day-to-day operations, business, and financial affairs of each of the Debtors, as debtors, and debtors-in-possession. As the Debtors' Chief Executive Officer, I am

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responsible for management of each of the Debtors, and I serve as an integral member of the Debtors' senior management team.

2. I submit this declaration ("Declaration") to assist the Court and other parties in interest in understanding the circumstances that have compelled the commencement of this Chapter 11 case, and in support of (i) the Debtors' voluntary petitions for relief under Chapter 11 of title 11 of the United States Code ("Bankruptcy Code") filed on the date hereof ("Petition Date") and (ii) the relief, in the form of motions, that the Debtors have requested of the Court ("First Day Motions"). I am familiar with the contents of each First Day Motion (including the exhibits thereto), and believe that the relief sought in each First Day Motion: (a) is necessary to enable the Debtors to operate in Chapter 11 with minimum disruption or loss of productivity or value; (b) constitutes a critical element in preserving the value of the estates' assets; and (c) best serves the interests of the Debtors' estates and creditors.

3. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my discussions with other members of the Debtors' senior management, my review of relevant documents, or my opinion based upon my experience and knowledge of the Debtors' operations and financial condition. If I were called to testify, I could and would testify competently to the facts set forth in this Declaration. Additionally, I am authorized to submit this Declaration on behalf of the Debtors.

4. This Declaration is intended to provide a summary overview of the Debtors and this Chapter 11 case.

UPH Holdings, Inc.

5. UPH Holdings, Inc. ("UPH") is a Delaware corporation headquartered in Austin, Texas. UPH is a privately held, non-operating holding company with investments in

UniPoint Holdings and Pac-West, and indirect investments in subsidiaries of those two companies. UPH does not currently hold any authorizations to provide telecommunications services. UPH was formed to hold the stock of Unipoint Holdings, and its subsidiaries, Peering Partners, and nWire. UPH then acquired the stock in Pac-West pursuant to a Merger Agreement dated September 7, 2011. As a result of these various transactions and the Pac-West Merger Agreement, UPH is now the holding company for UniPoint Holdings, Inc. and Pac-West Telecomm, Inc. All other Debtors are subsidiaries of either UniPoint Holdings, Inc. or Pac-West Telecomm, Inc.

UniPoint Holdings, Inc.

6. UniPoint Holdings, Inc., a Delaware corporation, (“UniPoint Holdings”) provides enhanced product and service offering to meet the needs of rapidly evolving communications world, primarily in the wholesale arena. Products and services offered by UniPoint Holdings include: business and residential communications services, IP peering, unbundled VoIP network elements, direct Internet access, virtual private networks, virtual network elements, origination, termination, toll-free, and other cloud-based services. UniPoint Holdings was formed in 2001 to acquire the assets of PointOne Communications, Inc. and its various subsidiaries out of the chapter 11 reorganization case, *In re PointOne Communications, Inc.*, in the United States Bankruptcy Court for the Western District of Texas, Case No. 01-12978-FRM.

Pac-West Telecomm, Inc.

7. Pac-West Telecomm, Inc., a California corporation (“Pac-West”), provides advanced telecommunications and data services, enabling traditional and next-generation carriers to efficiently design, deploy, and deliver integrated communications solutions. Pac-West offers origination, termination, managed modem, co-location, database, and transport services.

Pac-West currently operates as a competitive local exchange carrier (“CLEC”) and holds a certificate of public convenience and necessity (“CPCN”) in California, Alabama, Arizona, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Washington, Wisconsin, and Wyoming. Pac-West is also certified as a competitive carrier in the District of Columbia. Pac-West currently offers all forms of telecommunications, including: local and long distance origination and termination; switched and special access; 8YY originating access and 8YY services; managed modem; and collocation services.

Peering Partners Communications Holdings, LLC

8. Peering Partners Communications Holdings, LLC, (“Peering Partners”) is a Texas LLC, qualified to do business in the State of Nevada. Peering Partners was formed for the purposes of acquiring the carrier services division of CommPartners Holding Corporation (“CommPartners”)¹ that provides wholesale origination and termination services to other carriers throughout the United States. Peering Partners has contracts with either enhanced service providers (“ESP”s), who generate IP-based traffic, or other carriers who, in turn, have contracted with ESPs, who generate IP-based traffic, to have the traffic carried across Peering Partners’ network, convert the traffic to TDM and hand it off to the terminating carrier. Peering Partners operates in a highly competitive and price-sensitive segment.

nWire LLC

9. nWire LLC (“nWire”), a Texas LLC, is a facilities-based CLEC certified to provide services in Texas, Arkansas, and Oklahoma.

¹ The acquisition of the CommPartners Carrier Services division closed on December 23, 2010, and was approved in In re CommPartners Holding Corporation, Case No. BK-S-10-20932-LBR; in the United States Bankruptcy Court for the District of Nevada.

UniPoint Services, Inc.

10. UniPoint Services, Inc. (“UniPoint Services”) is a Texas corporation that buys and sells unbundled network communications elements.

UniPoint Enhanced Services, Inc.

11. UniPoint Enhanced Services, Inc. (“UniPoint Enhanced Services”) is a Texas corporation that provides enhanced services.

Tex-Link Communications, Inc.

12. Tex-Link Communications, Inc. (“Tex-Link”) is a telecommunications company that provides customized voice and data services to small- and medium-sized businesses through a facilities-based local exchange and inter-exchange network.

A. Events Leading Up to the Petition Date

13. Following the merger with PacWest, the Debtors have struggled to retire overhang debt predating the merger. In addition, carrier services and other wholesale services are subject to increasing downward price pressures that will only increase given recent regulatory pronouncements. In addition, the Ninth Circuit recently reversed the ruling of the California PUC concerning certain CLEC-to-CLEC state access tariff charges that Pac-West had been awarded from Comcast Phone of California and other California CLECs.² This reversal will also potentially affect access tariffs collected in other states. Economically, this ruling means that access tariffs paid to Pac-West five to ten years ago will now have to be refunded to various sister CLECs. Further, although the CLECs are owed the refund, those same CLECs and various affiliates owe the Debtors a roughly equal amount, but refuse to offset these sums and are now threatening disconnection of services to the Debtors or other collection remedies.

² AT&T Communications of California, Inc. v. Pac-West Telecomm, Inc., 651 F.3d 980 (9th Cir. 2011).

14. To avoid the loss of any of its network facilities or functionality, the Debtors determined to initiate these proceedings to maximize the value of the estate for the benefit of all creditors, to provide a forum for resolution of the offsetting accounts, and to treat each of the Debtors' creditors *pari passu*.

15. Although the Debtors continue to struggle with overhang debt and the Ninth Circuit reversal, recent regulatory rulings will provide the necessary certainty that has eluded competitive exchange carriers, enhanced service providers, and VoIP networks for nearly two decades. Without the burden of overhang debt and secured debt service, the Debtors have positive cash flow and anticipate additional revenue growth.

B. Prepetition Debt

16. The Debtors' primary secured creditor is Hercules Technology II, L.P. ("Lender") with respect to that certain Loan and Security agreement dated as of April 12, 2010, as amended and restated from time to time (the "Loan Agreement"), in the principal amount of \$10,518,378.34.

C. Financial Information

17. As of the Petition Date, the Debtors had total assets of approximately \$ 17 million and total liabilities of approximately \$17 million. The Debtors employ approximately 50 people.

D. Summary of First Day Motions

18. Concurrently with the filing of its Chapter 11 Petitions, the Debtors have filed various First Day Motions, all of which the Debtors believe are necessary to enable it to operate in Chapter 11 with minimum disruption. The Debtors respectfully request that the relief requested in each of the First Day Motions be granted because the relief requested therein is essential to stabilizing and facilitating the Debtors' operations during these Chapter 11 cases and

to promote the Debtors' chances at reorganization. A description of the relief requested and the facts supporting each of the First Day Motions is set forth below.

i. Debtors' Motion for Order Authorizing Joint Administration

19. To facilitate the orderly administration of these cases, the Debtors have requested that the Court jointly administer the Chapter 11 cases. Joint administration of these Chapter 11 cases will provide significant administrative convenience, but will not harm the substantive rights of any party in interest. Many of the motions, hearings, and proceedings that are anticipated to arise in these Chapter 11 cases will jointly affect each and every Debtor.

20. In my opinion, joint administration will result in a much more efficient and expeditious administration of these Chapter 11 cases. Joint administration will eliminate the need to file each pleading in every individual case and to maintain individual case files for each of the Debtors. In that way, joint administration will substantially reduce administrative costs to be incurred by the Debtors' estates. As an additional point, joint administration will make it simpler for parties in interest to monitor the Debtors' cases, as they will be able to do so by referencing one docket.

21. The joint administration of these Chapter 11 cases, to the best of my knowledge, will not give rise to any conflict of interest among the Debtors' estates. The Debtors' Motion for Order Authorizing Joint Administration expressly does not request substantive consolidation of the estates; thus, the requested joint administration will not adversely affect the creditors of the respective Debtors. Accordingly, the rights of individual creditors will not be harmed by the relief requested; instead, creditors and other parties in interest will likely benefit from the administrative cost reductions resulting from the joint administration of these case.

ii. **Debtors' Emergency Motion for Interim and Final Orders Pursuant to Sections 105(a) and 366 of the Bankruptcy Code: (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Services To, Or Discriminating Against, the Debtors on Account of Prepetition Amounts Due; (II) Deeming Utilities Adequately Assured of Future Payment; and (III) Establishing Procedures for Determining Requests for Adequate Assurance**

22. In connection with the operation of their business, the Debtors obtain gas, water, sewer, electric, internet, phone, or similar services ("Utility Services") from numerous utility companies ("Utility Companies"). The Debtors pay the Utility Companies, on average, approximately \$25,900.00 per month in the aggregate for services provided.

23. Prior to the Petition Date, the Debtors paid the Utility Companies on a timely basis. It is my belief that the Debtors intend to pay postpetition obligations owed to the Utility Companies in a timely manner. Moreover, I anticipate that the Debtors will have sufficient liquidity to pay all postpetition utility obligations.

24. I believe that uninterrupted utility services are essential to the Debtors' ongoing operations and business, and correspondingly, to preserve the value of the Debtors' estates. If the Utility Companies were to refuse or discontinue services, even for a brief period, I believe that the Debtors' business operations would be severely disrupted, and the impact on the Debtors' business operations, customer relationships, and profits would be very negative. Such a negative impact on the Debtors' business would be immediate and would serve to jeopardize the Debtors' reorganization efforts. Accordingly, I believe that it is critical that Utility Services remain uninterrupted.

25. To ensure uninterrupted Utility Services, the Debtors have proposed to provide a deposit in the aggregate of a sum equal to one month of projected Utility Services for the benefit of any Utility Company, unless a Utility Company agrees to a lesser amount, provided however, that if a Utility Company was in possession of a deposit made by the Debtors prepetition, that

Utility Company will not be entitled to an additional deposit (“Proposed Adequate Assurance to Utility Companies”). I believe that the Proposed Adequate Assurance to Utility Companies constitutes sufficient adequate assurance to the Utility Companies of payment for postpetition Utility Services. If a Utility Company does not request additional adequate assurance, pursuant to the motion, that Utility Company will be deemed to be adequately assured within the meaning of § 366 of the Bankruptcy Code.

26. The Debtors therefore respectfully request that the Utility Companies be deemed to have adequate assurance of payment within the meaning of § 366 of the Bankruptcy Code, and be prohibited from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of any perceived inadequate assurance. The Debtors also respectfully request approval of the Proposed Adequate Assurance Procedures for Utility Companies. Lastly, the Debtors seek scheduling of a final hearing date on their proposed adequate assurance.

iii. Debtors’ Emergency Motion Pursuant to § 362 to Provide Payment Assurance and Authorizing Setoff of Certain Provider Contracts

27. In the ordinary course of business, the Debtors purchase services in high volume from telecommunication providers (“Providers”) and utilize the services of the Providers to provide individual end-users with telecommunication services (“Provider Services”). The Debtors establish and manage contracts (“Provider Contracts”) with each of the Providers and rely upon the terms of those contracts to provide services to the Debtors’ end-user customers. The services provided by the Providers to the Debtors thus are an integral and essential part of the Debtors’ ongoing operations.

28. The Debtors respectfully request that they be authorized to provide payment assurance to the Providers as they are counterparties to various executory contracts, in an effort to avoid a potential onslaught of motions for relief from the automatic stay by the Providers or

any other similar result that could create piecemeal and inconsistent outcomes. The Provider Contracts are vital to the Debtors' operations. Replacing the services provided under these executory contracts will result in a significant disturbance to the Debtors' operations. Uninterrupted access to the services provided by the Providers is absolutely critical to the Debtors' ability to continue operating and maintaining the value of the Debtors' business for the purpose of reorganization and in the best interests of the Debtors' creditors. Without the Provider Contracts, disruption in operations would likely result, as well as a loss of future economic opportunities, both of which are critical to the Debtors' day-to-day business efforts, as well as to the Debtors' reorganization efforts.

29. Importantly, with respect to each of the Providers, the Debtors have significant offsetting amounts existing prepetition. Requiring payment presently by the Debtors to the Providers when a comparable amount remains owing by the Providers will significantly impair the Debtors' cash flow. Instead, in my opinion, the procedure proposed by the Debtors is a more efficient procedure, whereby the Debtors make one-time supplemental pre-payments to each Provider ("Supplemental Payments to Providers"). The Supplemental Payments to Providers shall be equal to one month of the average net due to each Provider after netting. The Debtors estimate the aggregate cost of the Supplemental Payments, prior to netting, to be \$1,046,519.00. In the event that the Debtors fail to timely pay for post-petition service as set forth above, the Debtors shall have a ten (10) day period to cure such non-payment, which ten (10) day period shall begin to run automatically from the date of a nonpayment notice ("Notice of Default") from the Provider. In addition, the Debtors propose that existing prepetition deposits held by a Provider may be offset against any past-due prepetition invoice upon notice of such offset to the Debtors and without necessity of Court order or prior notice to creditors. Finally, to the extent

that any Provider provides post-petition services that are unpaid, such Provider shall be entitled to an administrative claim, pursuant to 11 U.S.C. §§ 503(b)(1) and 507(a)(1), payable upon confirmation of a plan of reorganization or such other date as determined by the Court. If a Provider does not request additional adequate assurance, pursuant to the motion, that Provider will be deemed to be adequately assured.

30. I believe that the Proposed Adequate Assurance to the Providers constitutes sufficient adequate assurance and is in accordance with the Bankruptcy Code. The relief requested by the Debtors with respect to the Providers will ensure that the Debtors' operations will continue as normally as possibly following their bankruptcy filing. Moreover, as addressed above, if a disruption occurs with either the services provided by the Providers, the Debtors' business and operations, could very well come to an abrupt end. In addition, the procedures proposed herein represent the most fair and orderly mechanism for addressing any issues with respect to the relief requested in the Motion. I believe that these procedures both allow the Debtors to efficiently and effectively address any issues and provide the Providers with a fair and orderly procedure for determining requests for additional or different adequate assurance form that proposed herein.

iv. Debtors' Emergency Motion for Order (1) Authorizing Continued Use of Existing Business Forms and Records and (2) Authorizing Maintenance of Existing Corporate Bank Accounts

31. The Debtors seek approval of their continued use of existing business forms and records, and also authority to maintain their existing corporate bank accounts. In particular, the Debtors seek authority to continue to maintain their existing bank accounts, have those accounts swept on a regular basis, and the amounts then deposited into a designated debtor-in-possession

bank account with Comerica Bank (“Comerica”) (“Comerica DIP Bank Account”). The Debtors will work with Comerica to facilitate this transition.

32. The Debtors’ business and financial affairs require the collection, disbursement, and movement of funds through numerous bank accounts. I understand that the Office of the United States Trustee has established certain operating guidelines for debtors-in-possession to supervise the administration of Chapter 11 cases, including changes to a debtor’s bank accounts. These guidelines require, among other things, to establish one debtor-in-possession account for all estate money required for the payment of taxes, to close all existing bank accounts and open new debtor-in-possession accounts, to maintain a separate debtor-in-possession account for cash collateral, and to obtain checks that bear the designation “debtor-in-possession” and reference the bankruptcy case number and the type of account on all such checks.

33. In my opinion, the implementation and enforcement of these guidelines in these Chapter 11 cases, however, will severely disrupt and derail the ordinary financial operations of the Debtors. Implementing such procedures will entail a costly administrative burden and will likely cause confusion to the Debtors’ customers. Accordingly, the Debtors respectfully request authority to continue to use their existing business forms and records, as well as to maintain their existing corporate bank accounts. My familiarity with the Debtors’ business operations leads me to believe that their continuation, as well as the implementation of the Comerica DIP Bank Account as herein described, is essential to the Debtors’ ongoing operations and their efforts toward reorganization.

v. **Debtors' Emergency Motion Pursuant to 11 U.S.C. § 363 for (1) Authority to Use Cash Collateral in the Ordinary Course; (2) Provide Adequate Protection; and (3) Scheduling Final Hearing**

34. It is essential that the Debtors obtain immediate authority to use Cash Collateral. This relief will enable them to continue their ordinary course, day-to-day operations, and also, pursue their reorganization goals. I believe that without immediate authority to use Cash Collateral, the Debtors will not have sufficient liquidity to provide working capital during these Chapter 11 cases to provide their customers, employees, suppliers, and other key constituencies with confidence that the Debtors will be able to maintain their operations in the ordinary course of business. Absent authority to use Cash Collateral, I believe that the Debtors' ability to maximize the value of their estates would be jeopardized and would harm the going concern value of the debtors' business operations, to the detriment of all parties in interest.

35. As of the Petition Date, the Debtors are indebted to Hercules Technology II, L.P., a subsidiary of Hercules Emerging Technology Fund ("Lender"), pursuant to that certain Loan and Security agreement dated as of April 12, 2010, as amended and restated from time to time (the "Loan Agreement"). Pursuant to the Loan Agreement, Lender claims a security interest in substantially all of the Debtors' assets. As of the Petition Date herein, the outstanding principal balance under the Loan Agreement is \$10,518,378.34.

36. The Debtors request authorization pursuant to §§ 105, 361, 362, and 363, and interim and final orders authorizing the Debtors' use of cash collateral. The Debtors request that the Court authorize the Debtors' use of Cash Collateral under § 363 for ordinary and necessary expenses incurred by the Debtors to operate their businesses and to maintain, preserve, and protect the Debtors' business in compliance with Interim Budget. The Debtors also request that the Court schedule a final hearing for the Court to consider entry of a final order authorizing the

Debtors to use Cash Collateral. Upon the final hearing, the Debtors request approval of a 120-day budget in the form to be provided to the Lender no later than five (5) days prior to the final hearing.

37. I believe that, if entry of the Interim Order or Final Order is denied or delayed, that the Debtors will likely experience severe business disruptions immediately, which very well could diminish the value of the Debtors' estates. Without immediate authority to use Cash Collateral, in my opinion, the Debtors' business operations will likely stall and the Debtors' chances at reorganization would be severely hampered.

vi. Debtors' Motion for Order Authorizing the Debtors to Reject Unexpired Lease (201 Mission Lease) Effective *Nunc Pro Tunc* to the Petition Date

38. The Debtors request authority to reject the unexpired lease to which the Debtor Pac-West Telecomm, Inc. ("Debtor Pac-West") is a party. The Debtor Pac-West entered into the Lease on or about December 2010 with CA-Mission Street Limited Partnership ("CA-Mission") for office space in a building, commonly known as 201 Mission ("Premises"), located at 201 Mission Street, San Francisco, California. On or prior to the Petition Date, the Debtor Pac-West will have ceased operations at the Premises, vacated the Premises, and surrendered possession and keys to the landlord. On or prior to the Petition Date, the Debtor Pac-West will no longer have a use for the Premises.

39. In my opinion, if the Debtor is not permitted to reject the Lease as requested, then the Debtor Pac-West will continue to be obligated to pay rent for the remainder of the term of the Lease, even though, as of the Petition Date, it will no longer be continuing operations at the Premises and will have no other productive use for the Premises—which clearly is not in the best interests of the Debtors' estates. The Lease provides for gradually increasing monthly base rental payments, and the estimated cost of the payments for the remaining term of the Lease is

about \$219,937.96. The Lease further provides that the Debtor Pac-West is responsible for payment of additional amounts for taxes, utilities, insurance, monthly usage fees, and other charges associated with the Lease.

40. In the business judgment of the Debtors, the rejection of the Lease is in the best interest of the Debtors, their creditors, all other parties in interest, and should be approved. Through the rejection of the Lease, the Debtors will be relieved from paying rent, as well as certain other costs, including taxes, utilities, insurance, monthly usage charges, and other charges associated with the Lease. In my opinion, by rejecting the Lease as of the Petition Date, the Debtors will avoid incurring unnecessary administrative charges that will provide no tangible benefit to the Debtors' estate. The resulting savings from the rejection of the Lease will increase the Debtors' cash flow and assist in managing their estate, further promoting their reorganization. Moreover, rejection of the Lease effective as of the Petition Date is necessary and justified under the circumstances. As of the Petition Date, the Debtor Pac-West will have vacated the Premises and surrendered possession and keys to the landlord. Thus, I believe that the *nunc pro tunc* rejection of the Lease as of the Petition Date is in the best interest of the Debtors' estates, their creditors, and other parties in interest.

vii. Debtors' Omnibus Motion for Order Approving Rejection of Unexpired Contracts *Nunc Pro Tunc* to Petition Date

41. The Debtors request authority to reject certain unexpired leases and contracts (the "Contracts") identified in Exhibit A to this Motion. The Debtors also respectfully request that the rejection of the Contracts be authorized *nunc pro tunc* to the Petition Date. After careful review and due deliberation, the Debtors have determined in their business judgment that the Contracts have no value to the Debtors' estates, contain burdensome terms, and should be rejected. In my opinion, the rejection of the Contracts will reduce the size and costs of the Debtors' operations, bringing their operations more in line with their income, which I believe

will help the Debtors in their reorganization efforts. The resulting savings from the Debtors' rejection of the Contracts will increase the Debtors' cash flow and also will assist the Debtors in managing their estates, further promoting their reorganization. I believe that the *nunc pro tunc* rejection of the Contracts as of the Petition Date is in the best interest of the Debtors' estates, their creditors, and other parties in interest.

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

Dated: March 28, 2013.

UPH HOLDINGS, INC.

/s/ J. Michael Holloway

By: J. Michael Holloway

Its: President and Chief Executive Officer