

(collectively the “Debtors”), by and through their proposed, undersigned counsel, and file this, their Application for Authorization to Employ DeShazo & Nesbitt LLP as Special Counsel Pursuant to 11 U.S.C. § 327(e) (the “Application”), and would show the Court as follows:

I. JURISDICTION

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 158 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

II. BACKGROUND

2. On March 28, 2013, (the “Petition Date”), the Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (“Bankruptcy Code”). Pursuant to Bankruptcy Code §§ 1107(a) and 1108, the Debtors are managing their affairs as debtors-in-possession.

III. RELIEF REQUESTED

3. By this Application, the Debtors seek authorization to retain DeShazo & Nesbitt LLP (the “Firm”) as Special Counsel pursuant to Bankruptcy Code §§ 105(a) and 327(e). The Debtors believe that the Firm’s employment is necessary and appropriate to facilitate the orderly administration of the bankruptcy estates and hence, the proposed engagement of the Firm would be in the best interest of the bankruptcy estates.

A. Scope of Representation

4. As Special Counsel, it is proposed that the Firm would provide the Debtors with legal representation respecting an adversary proceeding for turnover in Adv. Pro. No. 13-01096 entitled *UPH Holdings, Inc., Pac-West Telecom, Inc., Tex-Link Communications, Inc., UniPoint Holdings, Inc., UniPoint Enhanced Services, Inc., UniPoint Services, Inc., nWire, LLC, and Peering Partners Communications, LLC v. Sprint Nextel Corporation* (the “Litigation”). The Litigation was originally filed by Andrew Brown of The Brown Firm PLLC, which was

appointed by this Court as special counsel to the Debtors by order entered on May 15, 2013. Due to other obligations requiring his time, Mr. Brown is unable to continue representation of the Debtors in the Litigation, requiring the appointment of additional counsel to complete the Litigation. The Firm has previous experience with cases similar to the Litigation. Thus, the Firm's expertise would be invaluable to the Debtors as special counsel in representing them in this matter. The Firm does not hold any interest adverse to the Debtors or their respective estates with respect to the matters on which the Firm is to be employed.

5. The Firm will carefully coordinate its efforts with Debtors' general bankruptcy counsel to prevent any duplication of effort to the fullest extent possible, and thereby aid the Debtors in effectuating a timely and cost effective reorganization.

B. The Firm is Disinterested

6. To the best of the Debtors' knowledge, except as disclosed in the Verified Statement of Proposed Special Counsel filed herewith as *Exhibit "A,"* the Firm does not hold any interest adverse to the Debtors or to the Debtors' bankruptcy estates. At this time, the Firm is unaware of and has no connections with the Debtors, the Debtors' creditors, or any party in interest herein of which it is aware.

C. Costs of Representation

7. The professional services to be rendered and the proposed arrangement for compensation are set forth in the Disclosure of Compensation attached hereto as *Exhibit "B."* The Firm's customary fees and expenses incurred in connection with this proposed representation are to be paid directly from the Debtors' estates. The Debtors will be jointly and severally liable for all fees and expenses incurred by the Firm for services rendered to the Debtors or on their behalf.

WHEREFORE, the Debtors respectfully request that this Court enter its order approving the appointment of DeShazo & Nesbitt LLP as Special Counsel, upon the terms described in this Application, and for such other relief as is just.

Respectfully submitted,

JACKSON WALKER L.L.P.
100 Congress Ave., Suite 1100
Austin, Texas 78701
(512) 236-2000
(512) 236-2002 - FAX

By: /s/Patricia B. Tomasco
Patricia B. Tomasco
State Bar No. 01797600
(512) 236-2076 – Direct Phone
(512) 691-4438 – Direct Fax
Email address: ptomasco@jw.com

Jennifer F. Wertz
State Bar No. 24072822
(512) 236-2247 – Direct Phone
(512) 391-2147 – Direct Fax
Email address: jwertz@

COUNSEL FOR THE DEBTORS

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of September, 2013, a true and correct copy of the foregoing has been served either electronically or via United States mail, postage prepaid, to the parties listed on the attached matrix.

/s/Patricia B. Tomasco
Patricia B. Tomasco

SERVICE LIST

Steve Hubbard / RBC
202 US Route One, Suite 206
Falmouth, ME 04105

One Communications/Earthlink
P.O. Box 415721
Boston, MA 02241-5721

America OnLine
P.O. Box 1450
Minneapolis, MN 55485-8702

Telesense
Cabs Department
P.O. Box 364300
Las Vegas, NV 89133-6430

Cox Communications
ATTN: COX ACCESS BILLING
P.O. Box 1053390
Atlanta, GA 30348-5339

CenturyLink
P.O. Box 2961
Phoenix, AZ 85062-2961

Frontier
P.O. Box 92713
Rochester, NY 14692-0000

Cogent Communications
P.O. Box 791087
Baltimore, MD 21279-1087

Genband, Inc.
P.O. Box 731188
Dallas, TX 75373-1188

Samsara
1250 S Capital of Texas Highway
Bldg 2-235
West Lake Hills, TX 78746

La Arcata Development Limited
ATTN: ACCOUNTS
RECEIVABLE
c/o NAI Reco Partners
1826 N. Loop 1604 W, #250
San Antonio, TX 78248

Grande Communications Network
Dept 1204
P.O. Box 121204
Dallas, TX 75312-1204

Telus Corporation
215 Slater Street
Ottawa, Ontario, K1P 5N5
CANADA

Alpheus Communication
Attn: SVP – Contract
Administration
1301 Fannin, 20th Floor
Houston, TX 77002

Hines Reit One Wilshire, L.P.
Dept 34124
P.O. Box 390000
San Francisco, CA 94139

Bandwidth.Com, Inc.
75 Remittance Drive, Suite 6647
Chicago, IL 60675

Pac Bell
P.O. Box 166490
Atlanta, GA 30321-0649

Arent Fox LLP
1050 Connecticut Ave. N.W.
Washington, DC 20036-5339

FPL FiberNet LLC
TJ412-01-0-R
ATTN: FISCAL SERVICES
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Pilot Communications
P.O. Box 77766
Stockton, CA 95267-1066

Arthur A. Stewart
William A. Frazell
Assistant Attorneys General
Bankruptcy & Collections Division
P.O. Box 12548
Austin, Texas 78711-2548

Stuart Komrower
Ilana Volkov
COLE, SCHOTZ, MEISEL, FORMAN &
LEONARD, P.A.
25 Main Street
Hackensack, New Jersey 07601

Valerie Wenger
Office of the U.S. Trustee
903 San Jacinto Blvd., room 230
Austin, Texas 78701

Internal Revenue Service
P. O. Box 21126
Philadelphia, PA 19114

United States Attorney
816 Congress Avenue, Suite 1000
Austin, TX 78701

United States Attorney General
Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530

Texas Comptroller of Public
Accounts
Revenue Accounting Division –
Bankruptcy Section
P.O. Box 13528

Texas Workforce Commission
TEC Building – Bankruptcy
101 East 15th Street
Austin, TX 78778

Elizabeth Weller
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
2323 Bryan Street, Suite 1600
Dallas, TX 75201

James V. Hoeffner
GRAVES, DOUGHERTY,
HEARON MOODY, P.C.
401 Congress Avenue, Suite 2200
Austin, Texas 78701

James Ruiz
Andrew J. Schumaker
Winstead P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701

Hercules Technology II, LP
31 St. James Avenue, Suite 790
Boston, MA 02116

Hercules Technology Growth
Capital, Inc.,
31 St. James Avenue, Suite 790
Boston, MA 02116

UPH Holdings, Inc./Pac-West
Telecomm, Inc./Tex-Link
Communications, Inc./UniPoint
Holdings, Inc.
UniPoint Enhanced Services,
Inc./UniPoint Services, Inc./nWire,
LLC
Peering Partners Communications,
Inc.
6500 River Place Blvd., Bldg. 2,
Suite 200
Austin, Texas 78730

Kelly M. Crawford, Esq.
Peter C. Lewis, Esq.
Scheef & Stone, L.L.P.
500 N. Akard, 27th floor
Dallas, Texas 75201

Jason S. Brookner
LOOPER REED & MCGRAW P.C.
1601 Elm Street, Suite 4600
Dallas, TX 75201

A. Kenneth Hennesay
ALLEN MATKINS
1900 Main Street, 5th Floor
Irvine, CA 92614-7321

Melissa A. Haselden
HOOVER SLOVACEK LLP
5847 San Felipe, Suite 2200
Houston, Texas 77042

Kurt F. Gwynne
Reed Smith
1201 N Market Street, Suite 1500
Wilmington, DE 19801

Mitchell W. Katz
1801 California Street, 9th Floor
Denver, CO 80202

David F. Brown
Ewell, Bickham, & Brown LLP
111 Congress Avenue, Suite 400
Austin, Texas 78701

Linda Boyle, Esq.
tw telecom inc.
10475 Park Meadows Drive, # 400
Littleton, CO 80124

Timothy Bortz
Commonwealth of Pennsylvania
Dept. of Labor and Industry
Reading Bankruptcy & Compliance
Unit
625 Cherry Street, Room 203
Reading, PA 19602-1152

Philip G. Eisenberg
W. Steven Bryant
Locke Lord LLP
600 Travis Street, Suite 2800
Houston, Texas 77702

Craig A. Wolfe, Esq.
Kelley Drye & Warren LLP
101 Park Avenue
New York, New York 10178

John Dillman
Attorney in Charge for Taxing
Authority
Linebarger Goggan Blair &
Sampson, LLP
PO Box 3064
Houston, Texas 77253-3064

IBM Corporation
Bankruptcy Coordinator
Roger Laviolette
275 Viger East, Suite 400
Montreal, QC H2X 3R7
Canada

Richard E. Mikels
Mintz Levin Cohn Ferris Glovsky
and Popeo, PC
One Financial Center
Boston, MA 02111

Joseph R. Dunn
Mintz Levin Cohn Ferris Glovsky
and Popeo, PC
3580 Carmel Mountain Rd., Suite
300
San Diego, CA 92130

Kate P. Foley
Christine E. Devine
Mirick O'Connell, DeMallie &
Lougee
1800 West Park Drive, Suite 400
Westborough, MA 01581

Kay D. Brock
Travis County Attorney's Office
PO Box 1748
Austin, Texas 78767-1748

Dun & Bradstreet
c/o Ronald Rowland
307 International Circle, Ste 270
Hunt Valley, MD 21030

Courtney Harris
Aldine ISD
14910 Aldine-Westfield Rd.
Houston, Texas 77032

David Aelvoet
Linebarger Goggan Blair &
Sampson
711 Navarro Street, Suite 300
San Antonio, Texas 78205

Laura Garfinkel
CABS Billing Division
GSAssociates
5400 Laurel Springs Parkway, Suite
404
Suwanee, GA 30024

Leslie E. Trout
Director of Finance and
Administration
ATER WYNNE LLP
1331 NW Lovejoy Street, Suite 900
Portland, OR 97209

Charles E. Richardson, III, Esq.
Vice President and General Counsel
Momentum Telecom
2700 Corporate Drive, Suite 200
Birmingham, AL 35242

BOXER F2, LP
c/o Tracy Fink
720 N Post Oak Blvd., Suite 500
Houston, Texas 77024

Stephen W. Lemmon
Sam Chang
Brown McCarroll, LLP
111 Congress Avenue, Suite 1400
Austin, Texas 78701

Darryl S. Laddin
Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363-1031

Frank N. White
Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363-1031

Christopher H. Trickey
Brian T. Cummings
Graves, Dougherty, Hearon &
Moody, P.C.
401 Congress Avenue, Suite 2200
Austin, Texas 78701

Pamella A. Hooper
McGuire Woods LLP
327 Congress Avenue, Suite 490
Austin, Texas 78701

David I. Swan
Lori M. Scott
J Robertson Clarke
McGuire Woods LLP
1750 Tysons Boulevard, Suite 1800
Tysons Corner, Virginia 22102

Elizabeth G. Smith
Law Offices of Elizabeth G. Smith
6655 First Park Ten, Suite 250
San Antonio, Texas 78213

Samuel Castor
Legal Dept.
Switch, Ltd.
7135 Decatur Blvd.
Las Vegas, NV 89118

Margarita Gevondyan
Southern California Edison
Company
2244 Walnut Grove Avenue, 3rd
Floor

1. My name is Scott F. DeShazo. I am over the age of 18 years, am competent to make this affidavit and have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct to the best of my knowledge and belief.

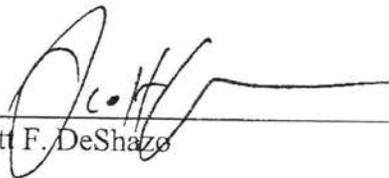
2. I am an attorney duly admitted to practice in the State of Texas, as well as the United States District Court for the Western District of Texas and before the 5th Circuit Court of Appeals.

3. I, Scott F. DeShazo, and the firm of DeShazo & Nesbitt LLP (the "Firm"), maintain an office at 809 West Avenue, Austin, Texas 78701. The main telephone number is (512) 617-5560. The main fax number is (512) 617-5563.

4. The Firm has never represented any of the Debtors in any matters whatsoever.

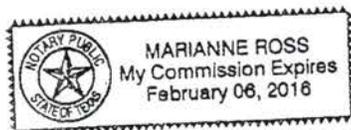
5. The Firm does not represent any interest adverse to the Debtors or to the Debtors' estates with respect to any of the matters in which it is to be engaged. Accordingly, the Debtors seek to retain the Firm as Special Counsel, pursuant to 11 U.S.C. Section 327(e), in order that it may continue to provide the Debtors with appropriate representation relating to litigation matters, matters that may present a conflict for Jackson Walker L.L.P.

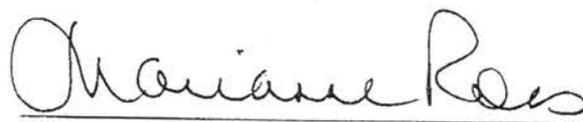
6. The Firm will supplement or amend this pleading in the event circumstances warrant or additional facts become known which should be disclosed.



Scott F. DeShazo

SUBSCRIBED AND SWORN TO before me by Scott F. DeShazo on this 11th day of September, 2013.





Notary Public, State of Texas

1. My name is Scott F. DeShazo. I am over the age of 18 years, am competent to make this affidavit and have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct to the best of my knowledge and belief.

2. I am an attorney duly admitted to practice in the State of Texas, as well as the United States District Court for the Western District of Texas and before the 5th Circuit Court of Appeals.

3. I, Scott F. DeShazo, and the firm of DeShazo & Nesbitt LLP (the "Firm"), maintain an office at 809 West Avenue, Austin, Texas 78701. The main telephone number is (512) 617-5560. The main fax number is (512) 617-5563.

4. The proposed arrangement for compensation is fully disclosed in the Retainer Agreement attached as *Exhibit "B-1"* to the Application for Employment of the Firm as Special Counsel pursuant to 11 U.S.C. § 327(e) filed contemporaneously with this statement. The customary fees and expenses incurred in connection with this representation are to be paid out of the Debtors' estates. The Debtors will be jointly and severally liable for all fees and expenses incurred by the Firm for services rendered to the Debtors pursuant to the Retainer Agreement. The Firm will charge its standard rates for the representation. The Firm charges a standard hourly rate equal to \$265.00 for Scott F. DeShazo. Rachel Noffke is a senior associate who charges \$225.00 per hour. Paralegal time is charged at \$90.00 per hour. The hourly rates charged by the Firm may be subject to periodic adjustments to reflect changing economic conditions and the increasing experience and expertise of its attorneys and personnel. Out-of-pocket expenses incurred in connection with the representation, including filing fees, messenger services, photocopying expense, long distance communication charges, facsimile charges, overtime secretarial pay, travel and food expenses, bulk postage charges, and other similar direct

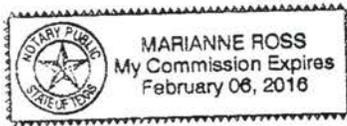
expenses are itemized and passed directly through without any mark-up. The Firm will keep detailed records of any actual and necessary expenses incurred in connection with the rendering of the aforementioned legal services for which it may seek reimbursement. The firm will not request, and has not received, a retainer in any amount for purposes of continued representation. Consistent with the rules and procedures of this district, the Firm will file fee applications for approval of payment of any fees and expenses incurred with respect to this employment..

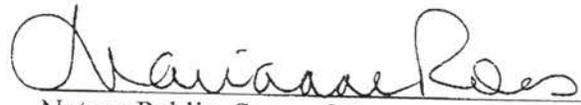
5. Neither I nor the Firm have shared or agreed to share compensation with any other entity.



Scott F. DeShazo

SUBSCRIBED AND SWORN TO before me by Scott F. DeShazo on this 11th day of
September, 2013.





Notary Public, State of Texas
My Commission Expires: _____

**DESHAZO
& NESBITT_{LLP}**

EXHIBIT "B-1"

Scott F. DeShazo
Board Certified Personal Injury Trial Law
Texas Board of Legal Specialization

809 West Avenue
Austin, Texas 78701
Phone: (512) 617-5560
Fax: (512) 617-5563

sdeshazo@deshazonesbitt.com

www.deshazonesbitt.com

September 11, 2013

UPH Holdings, Inc.
Pac-West Telecomm, Inc.
Tex-Link Communications, Inc.
Unipoint Holdings, Inc.
Unipoint Enhanced Services, Inc.
Unipoint Services, Inc.
Nwire, LLC
Peering Partners Communications, LLC
6500 River Place Boulevard
Building 2
Suite 200
Austin, Texas 78730

Debtors

Re: Representation of Debtors in Case No. 13-10570, In the United States Bankruptcy Court for the Western District of Texas Austin Division.

Dear Mr. Holloway:

This letter confirms that DeShazo & Nesbitt L.L.P. will represent UPH Holdings, Inc. Pac-West Telecomm, Inc., Tex-Link Communications, Inc., Unipoint Holdings, Inc., Unipoint Enhanced Services, Inc., Unipoint Services, Inc., Nwire, LLC and, Peering Partners Communications, LLC, hereinafter referred to as Debtors in Case No. 13-10570 pending in the United States District Court for the Western District of Texas, Austin Division, ("the Matter")

Our agreement to conduct the representation (the "Representation") becomes effective as of the date this letter is executed.

Mike Holloway
September 11, 2013
Page 2

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. It is understood and agreed that our engagement is limited to the Representation. DeShazo & Nesbitt L.L.P. is not being retained as general counsel or as general counsel for segments or functions of your affairs or firm, and the acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Any expressions on our part concerning the outcome of the Representation or any other legal matters are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting the Representation, DeShazo & Nesbitt L.L.P. agrees to: (1) provide legal counsel in accordance with these terms and in reliance upon information and guidance provided by Mike Holloway or the representatives of the Debtors; and (2) keep the Debtor's representatives reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, Debtors agree to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the Debtors' future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, DeShazo & Nesbitt L.L.P. has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

At any time, the Debtors may, with or without cause, terminate the Representation by notifying us of their intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. At any time, the Debtors may retain separate counsel for any matter, including the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal

Mike Holloway
September 11, 2013
Page 3

conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by the Debtors to meet any obligations under this letter of engagement shall entitle DeShazo & Nesbitt L.L.P. to terminate the Representation. The Debtors agree to take all steps necessary to release DeShazo & Nesbitt L.L.P. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of DeShazo & Nesbitt L.L.P. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

The professional services to be rendered and the proposed arrangement for compensation are set forth in the Disclosure of Compensation. DeShazo & Nesbitt LLP's customary fees and expenses incurred in connection with this proposed representation are to be paid directly from the Debtors' estates. The Debtors will be jointly and severally liable for all fees and expenses incurred by the Firm for services rendered to the Debtors or on their behalf.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. Those files will be maintained in storage for seven (7) years following conclusion of the Matter, unless agreed otherwise in writing. After that time, we will destroy the documents in the stored files. At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Charges for Other Expenses and Services

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and facsimile and other electronic transmissions. It is further agreed that we are expressly authorized to retain any consultants, experts, or vendors that are appropriate, in our judgment, reasonably necessary to the Representation.

Our Relationships with Others

Our law firm represents many companies and individuals. If a controversy unrelated to the Matter develops between the Debtors and any other client of DeShazo & Nesbitt L.L.P., we

Mike Holloway
September 11, 2013
Page 4

will follow the applicable rules of professional responsibility to determine whether we may represent either the Debtors or the other client in the unrelated controversy.

In addition to our representation of other companies and individuals, we also may represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional or civic organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of the Representation represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to Trevino that is the subject of this engagement or in some other matter.

Our Personnel Who Will Be Working on the Matter

Scott DeShazo (Partner), Tom Nesbitt (Partner), and Rachel Noffke (Senior Associate) will from time to time work on the Matter. The Debtors or their respective representatives may call, write, or email either of us whenever the Debtors have any questions about the Representation. Other firm personnel will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the maximum fees and charges that will be necessary to resolve or complete the Representation. From time to time, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances; and therefore, our actual fees and other charges may vary from such estimates.

My current billing rate is \$265 per hour. Tom Nesbitt's billing rate is \$265 per hour. Rachel Noffke's current billing rate is \$225 per hour. Marianne Ross is my legal assistant and her billing rate is \$90 per hour. Billing rates are reviewed annually and generally are revised in January of each calendar year.

Conflicts of Interest

Before accepting the representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing Trevino in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of

Mike Holloway
September 11, 2013
Page 5

any other jurisdiction, are applicable to the Representation and the execution and return of the enclosed copy of this letter for the Debtors represents an express agreement to the applicability of those rules.

Standards of Professionalism and Attorney Complaint Information

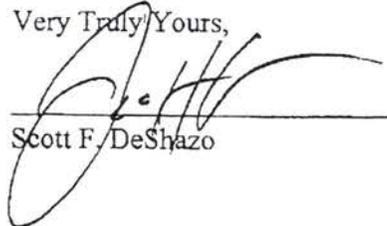
Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at our office and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Conclusion

This letter constitutes the entire terms of the engagement of DeShazo & Nesbitt L.L.P. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreements or understandings, and they can be modified by further written agreement signed by the Debtors' authorized representative and DeShazo & Nesbitt L.L.P. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either Trevino or DeShazo & Nesbitt L.L.P.

Please carefully review this letter. If both documents are acceptable, please sign and return the enclosed copy of this letter.

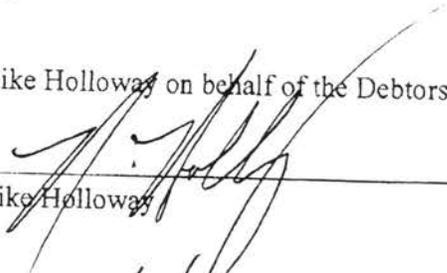
Very Truly/Yours,



Scott F. DeShazo

Mike Holloway
September 11, 2013
Page 6

Mike Holloway on behalf of the Debtors Accepts this Letter of Engagement:



Mike Holloway

Date: 9/11/13



JACKSON WALKER L.L.P.

ATTORNEYS & COUNSELORS

100 Congress Avenue

Suite 1100

Austin, Texas 78701

DISTRIBUTION CENTER

13 SEP 23 AM 7:12

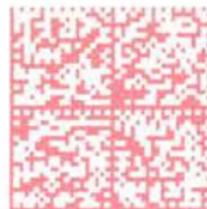
FPL FiberNet LLC

TJ412-01-0-R

ATTN: ~~FISCAL SERVICES~~

2540 Shumard Oak Boulevard

Tallahassee, FL 32399-0850



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-Terk's Office

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