

I. JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (O). Venue of the Debtors' Chapter 11 case is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The relief requested in this Motion is sought pursuant to 11 U.S.C. §§ 105, 362, 365, 542, and 553.

II. BACKGROUND

2. On March 28, 2013 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors continue in possession of their property and management of their business as debtor-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. A description of the background of the Debtors and the events leading up to the filing of the voluntary petitions by the Debtors, is provided in the Declaration of J. Michael Holloway in Support of First Day Motions, which is incorporated herein by reference.

4. The Debtors are a group of affiliated entities that provide telecommunication services in a variety of contexts including voice over Internet protocol ("VoIP"), local exchange and enhanced telecommunications, and data services. A brief background of each of the Debtors follows:

A. **Corporate Organization**

(a) 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.

(b) 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.

(c) 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.

(d) 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 which 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.

(e) nWire LLC

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

(f) UniPoint Services, Inc.

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

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.

(g) UniPoint Enhanced Services, Inc.

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

(h) 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.

B. 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 Public Utilities Commission (“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 regulatory enforcement of the money judgment 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 now 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, the Debtors have positive cash flow and anticipate additional revenue growth.

16. With respect to the relief requested in the instant Motion, 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"). A schedule identifying each of the Providers is attached as Exhibit A. 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 their end-user customers. The services provided by the Providers to the Debtors are an integral and essential part of the Debtors' ongoing operations.

17. 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.

III. RELIEF REQUESTED

18. The Debtors hereby move the Court for entry of an order pursuant to §§ 105, 362, 365, 542, and 553 of the Bankruptcy Code authorizing the Debtors to provide payment assurance to certain counterparties to the executory contracts described in Exhibit A to avoid a spate of motions by such Providers to lift the automatic stay, compel assumptions or rejection under § 365(d)(2) asset "utility" status under § 366 or otherwise result in piecemeal and inconsistent outcomes.³ Further, with respect to each of the Providers, the Debtors have significant offsetting amounts existing prepetition, listed on Exhibit A. Requiring payment by the Debtors to the Providers when a comparable amount remains owing by the Providers to the Debtors will significantly impair the Debtors' cash flow, and force the Debtors to bring multiple turnover proceedings pursuant to 11 U.S.C. § 542 to trigger the inevitable setoff defense of 11 U.S.C. § 542(b).

19. The Provider Contracts listed on Exhibit A relate to the Debtors' telecommunications business and operations.

B. Payment Assurance

20. A counterparty to an executory contract may move for relief from the automatic stay pursuant to 11 U.S.C. 362(d) for "cause" including lack of adequate protection. *See In re*

³ The Debtors hereby reserve their rights to assert that the Providers (as herein defined) are not "utilities" within the meaning of § 366 of the Bankruptcy Code, and thus are not entitled to adequate assurance of payment from the Debtors. There are significant questions as to whether the Providers qualify as "utilities" under § 365 of the Bankruptcy Code as the Debtors' customers, rather than the Debtors themselves, are the end-users with respect to the Provider Services. *See In re Darby*, 470 F.3d 573, 574 (5th Cir. 2006) (determining that § 366 is designed to cover utilities that are a monopoly in the area preventing the debtor from obtaining comparable service from another provider.); *In re Lucre, Inc.*, 333 B.R. 151 (Bankr. W.D. Mich. 2005) (holding that, following the 2005 Amendments, § 366 only includes within its reach traditional providers of services that the debtor-in-possession itself consumes in contrast to contractual rights); *In re Adelpia Business Solutions, Inc.*, 280 B.R. 63 (Bankr. S.D.N.Y. 2002).

Mirant Corp., 303 B.R. 319, 328 (N.D. Tex. 2003) (citing *In re Computer Communications, Inc.*, 824 F.2d 725, 730 (9th Cir. 1987); *In re Hernandez*, 287 B.R. 795, 807 (Bankr. D. Ariz. 2002). Although “adequate protection” pertains to an interest of a creditor in property of the debtor, § 362 provides for relief in connection with executory contracts for which §365(d)(3) and (d)(5) do not provide a statutory remedy. *See id.*; *See* 11 U.S.C. § 365(d)(2).

21. Further, § 362 precludes a creditor’s unilateral setoff of amounts due to it from the estate except upon relief from stay. *See* 11 U.S.C. § 553; *See In re Radcliffe*, 390 B.R. 881, 890 (Bankr. N.D. Ind. 2008); *Citizens Bank v. Strumpf*, 516 U.S. 16, 21 (1995). Correspondingly, a setoff is a secured claim pursuant to § 506(a). *See* 11 U.S.C. § 506(a); *In re Krause*, 261 B.R. 218, 222 (8th Cir. 2001). Unlike a true utility provider with only minimal deposits on hand, the Providers have nearly equal collateral in the form of setoff rights. *See In re Alfar Dairy, Inc.*, 458 F.2d 1258, 1262 (5th Cir. 1972) (permitting a postpetition claim to be offset against a postpetition debt where mutuality existed); *In re Apex Intern. Management Services, Inc.*, 155 B.R. 591, 594-95 (Bankr. M.D. Fla. 1993); *In re Gordon Sel-Way, Inc.*, 239 B.R. 741, 750-51 (E.D. Mich. 1999). In connection with anticipated motions for relief and to preclude any confusion with the provisions of § 366 applicable only to true “utilities,” the Debtors propose the following payment assurance program for the Providers that is intended to avoid multifarious litigation encourage consensual resolution and otherwise mimics similar orders under 11 U.S.C. § 366.

22. As adequate assurance of future payments, the Debtors will make one-time supplemental prepayments to each Provider (“Supplemental Payments to Providers”), payable in two payments, with the first payment payable within fifteen (15) days after entry of an order granting this Motion (“Effective Date”), and the second and final payment payable within thirty

(30) days after the Effective Date. The Supplemental Payments to Providers shall be equal to one month of the average net due to each Provider after netting. A chart listing the Supplemental Payments to Providers, prior to netting, is attached hereto as Exhibit A. The Debtors estimate that the aggregate cost of the Supplemental Payments, prior to netting, is \$1,046,519.00, as reflected on Exhibit A.

23. 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 nonpayment, which ten (10) day period shall begin to run automatically from the date of a nonpayment notice ("Notice of Default") from the Provider.

24. Existing prepetition deposits or mutual debts 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, subject to the true-up claim objection or other final resolution.

25. 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.

26. The Debtors respectfully submit that the Proposed Adequate Assurance to the Providers constitutes sufficient adequate assurance and is in accordance with the Bankruptcy Code. If any Provider believes that the Proposed Adequate Assurance to Providers is not sufficient, the objecting Provider may request such additional assurance by following the procedures set forth below:

C. Proposed Adequate Assurance Procedures Applicable to Providers

27. In light of the severe consequences to the Debtors of any potential interruption in Provider Services by the Providers, while recognizing the right of the Providers, to evaluate the Proposed Payment Assurance on a case-by-case basis, the Debtors propose the following procedures (the "Payment Assurance Procedures") for approval and adoption:

- a. Absent compliance with these Payment Assurance Procedures, the Providers may not alter, refuse, or discontinue service to or otherwise discriminate against the Debtors on account of the commencement of the Debtors' chapter 11 cases or any unpaid prepetition charges or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.
- b. The Debtors will serve copies of this Motion and the Interim Order via first-class mail within five (5) business days after the date that the Interim Order is entered by the Court on all Providers identified on Exhibit A. In the event that any Provider has been omitted from the Provider List, the Debtors shall supplement the applicable list and shall promptly serve copies of the Motion and the Interim Order on such Provider upon learning of such omission.
- c. Any Provider desiring assurance of future payment for Provider Services, as applicable, beyond the Proposed Payment Assurance must serve a request ("Additional Assurance Request") so that it is received on or prior the date that is thirty (30) days after the entry of the Interim Order ("Request Deadline") by proposed counsel for the Debtors at Patricia B. and Jennifer F. Wertz, Jackson Walker, L.L.P., 100 Congress Avenue, Suite 1100, Austin, Texas, 78701.
- d. Any Additional Assurance Request must: (i) be in writing; (ii) set forth the location(s) for which Provider Services are provided, and the relevant account number(s) or other identifying information; (iii) describe any deposits, prepayments, or other security currently held by the requesting Provider; (iv) explain why the requesting Provider believes the Proposed Payment Assurance is not sufficient adequate assurance of future payment; (v) set forth the form and amount (if applicable) of additional adequate assurance requested; and (vi) be received by the Debtors' proposed counsel by the Request Deadline. Any Provider that fails to make a timely Adequate Assurance Request shall be deemed to be satisfied with the Adequate Assurance Procedures.

- e. Upon the Debtors' receipt of an Additional Assurance Request at the address set forth above, the Debtors shall the greater of (i) fourteen (14) days from the receipt of such Additional Assurance Request or (ii) thirty (30) days from the Petition Date (together "Resolution Period") to negotiate with the requesting Provider to resolve the Additional Assurance Request. The Resolution Period may be extended by written agreement of the Debtors and the applicable Provider.
- f. The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Provider or without further order of the Court, and may, in connection with any such resolution, in their discretion, provide the requesting Provider with additional adequate assurance of future payment in a form satisfactory to the Provider, including, but not limited to, cash deposits, prepayments, and/or other forms of security, if the Debtors believe such additional assurance is reasonable.
- g. If the Debtors determine that an Additional Assurance Request is not reasonable, and are not able to resolve such request during the Resolution Period, the Provider may file a formal request with the Court ("Objection") to determine the adequacy of assurances of payment made to the requesting Provider ("Determination Hearing").
- h. Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Provider making such request shall be restrained from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services or on any objections to the Proposed Payment Assurance.
- i. Any Provider that does not comply with the Payment Assurance Procedures set forth herein is deemed to have adequate assurance that is satisfactory to it, and is forbidden from discontinuing, altering, or requiring additional assurance of payment (other than the Proposed Adequate Assurance). The Interim Order shall be deemed the Final Order with respect to all Providers that do not timely file and serve an Objection (as defined herein).

D. Proposed Final Hearing Date

28. The Debtors respectfully request that the Court schedule the Final Hearing at its convenience on a date in advance of the expiration of such thirty (30) day period on the Debtors' proposed Payment Assurance Procedures, at which time the Debtors will seek entry of the Final Order.

E. Subsequent Modifications to the Providers List

29. As noted above, although the Debtors have made extensive and good-faith efforts to identify all Providers, certain companies that currently provide Provider Services to the Debtors may have been inadvertently omitted from the Provider List. To the extent that the Debtors identify additional Providers, the Debtors will promptly file amendments to the Provider Service List and shall serve copies of the Motion, Interim Order, and the Final Order approving this Motion (when and if entered) on the newly identified Providers.

30. In addition, the Debtors further request that the Court make the Final Order approving this Motion binding on all Providers, regardless of when each is added to the Provider List, provided that any such newly identified Provider shall have until the later of (i) fourteen (14) days from the date of such service or (ii) thirty (30) days from the date of the Final Order approving the Motion to file an Objection in compliance with the proposed procedures. Any such request or Objection must actually be received by the Debtors or their proposed, undersigned counsel within this timeframe.

31. Accordingly, the Debtors believe that the Proposed Adequate Assurance to the Providers complies with the requirements under the Bankruptcy Code and is sufficient to provide adequate assurance to the Providers. The relief requested by the Debtors herein 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 the services provided by the Providers, the Debtors' business and operations, could very well come to an abrupt end with significant loss of value. 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. 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.

WHEREFORE, PREMISES CONSIDERED the Debtors request that the Court enter an order approving the adequate assurance and the proposed adequate assurance procedures as discussed herein; granting the relief requested in this Motion; and granting such other and further relief as is necessary.

Dated: March 28, 2013.

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

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**PROPOSED COUNSEL FOR
DEBTORS-IN-POSSESSION**

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of March 2013, a true and correct copy of the foregoing has been served either electronically or via United States mail, postage prepaid, or facsimile to the following, and upon the parties listed on the attached service list.

U.S. Trustee
903 San Jacinto, Room 230
Austin, TX 78701

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

/s/ Patricia B. Tomasco

Patricia B. Tomasco

EXHIBIT "A"

Carrier	Average Monthly Due
Level 3 Department # 182 Denver, CO 80291-0182	\$145,000
AT&T 901 Marquette Ave 8th Floor Minneapolis, MN 55402	\$125,000
CenturyLink P.O. Box 2961 Phoenix, AZ 85062-2961	\$110,000
Alpheus Communications P.O. Box 203968 Houston, TX 77216	\$50,000
Qwest Communication P.O. Box 671491 Dallas, TX 75267-1491	\$50,000
Alpheus Communications P.O. BOX 203968 Houston, TX 77216	\$36,450
One Communications P.O. Box 415721 Boston, MA 02241-5721	\$35,000
TNS 15847 Collection Center Dr. Chicago, IL 60696	\$35,000
Cogent Communications PO Box 791087 Baltimore, MD 21279	\$32,000
Cox Communications ATTN: COX ACCESS BILLING P. O. Box 1053390 Atlanta, GA 30348-5339	\$31,200
RiverRock Systems, 148 West River St Business Services Providence, RI 42904	\$28,000
Telepacific Communitons 2829 Townsgate Road, Suite 103 Westlake Villiage, CA 91361	\$27,000
Earth Link P.O. Box 66523 St. Louis, MO 63166-6523	\$25,721

Carrier	Average Monthly Due
XO Communications File 50550 Los Angeles, CA 90074	\$23,750
Bandwidth.com 75 Remittance Drive Suite 61600 Chicago, IL 60675-6160	\$22,500
360networks (USA) I 1515 K Street, Suite 1000 Sacramento, CA 95814	\$22,000
Electric Lightwave P.O. Box 2966 Milwaukee, WI 53201	\$21,230
Frontier Communications P.O. Box 2951 Phoenix, AZ 85062-2951	\$20,400
Equinix Services, Inc PO Box 930199 Atlanta, GA 31193-0199	\$17,624
Zeus Wireless, LLC 4101 Lampton Court Roanoke, TX 76262	\$14,029
Ani Networks 250 Pilot Road Las Vegas, NV 89119	\$13,771
FPL FiberNet TJ412-01-0-R ATTN: FISCAL SERVICES 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	\$12,073
Telesphere Software CABS DEPARTMENT P.O. Box 364300 Las Vegas, 89133-6430	\$12,000
tw telecom CABS P.O. Box 1725670 Denver, CO 80217-2567	\$11,500
All Access Telecom 12 Industrial Drive Forney, TX 75126	\$9,601
Neustar, Inc. Bank of America P.O. Box 4099150	\$9,500

Carrier	Average Monthly Due
Atlanta, GA 30384-9915	
Southern California Edison 307 W Seventh St, Suite 16000 Fort Worth, TX 76102	\$9,000
Verizon P.O. Box 15026 Albany, NY 12212-5026	\$8,700
AboveNet P.O. Box 79006 City of Industry, CA 91716-9006	\$8,000
Phonetime 1250 E Hallandale Beach Blvd Suite 703 Hallandale Beach, FL 33009	\$8,000
Intelepeer / Voex Intelepeer, INC Dept CH 17361 Palatine, IL 60055-7361	\$7,962
Windstream 2 North Main Street Greenville, SC 26601	\$7,678
Access Cost Enginee P.O. Box 79006 City of Industry 91716-9006	\$5,250
Intrado, Inc. Lockbox #1273 Denver, CO 80256	\$5,086
Neustar, Inc Bank of America P.O. Box 40304 Atlanta, GA 30384-3034	\$5,005
Navigata Communications C/O Vh1030 Po Box 9520 Station Terminal Van Couver, BC V6B 4G3	\$4,854
Singlepipe 75 Remittance Dr. Suite 6613 Chicago, IL 60675	\$4,000
Metabyte, Inc Met Tel Clearing Services Inc 44 Wall Street, 6th Floor New York, NY 10005	\$3,800
Quest/Onfiber P.O. Box 110209	\$3,330

Carrier	Average Monthly Due
Carrollton, TX 75011-0209	
Windstream Communications 2 North Main Street Greenville, SC 29601	\$3,300
Zayo Fiber Solution 220 W. 42nd Street 13th Floor New York, NY 10036	\$3,300
Wiltel Communications 300 South 4th Street, 11th Floor Las Vegas, NV 89101	\$3,200
Global Telecom & Te 8 Penn Center West, Suite 101 Pittsburgh, PA 15276	\$3,000
Global Crossing	\$2,000
Equinix Canada, Inc Postal Station A - LB# TO7866C P.O. Box 7866 Toronto, M5W 2R2	\$1,951
Telcordia 1010 East Via Linda, Ste 103-135 Scottsdale, AZ 85258	\$1,800
Targus Information Corporation P.O. Box 9134 Uniondale, NY 11555	\$1,784
Surewest PO Box 30697 Los Angeles, CA 90030-0697	\$1,540
POTS Lines P.O. Box 21 Oneals, CA 93645	\$1,282
8MS-CSF Corporation 285 Davidson Avenue 1st FLR., Suite 103 Somerset, NJ 08873	\$1,205
American Telesis P.O. Box 79010 Baltimore, MD 21279-0010	\$750
SMS/800, Inc. P.O. Box 360004 Pittsburgh, PA 15251-6004	\$309

Carrier	Average Monthly Due
Megapath P.O. Box 39000 / DEPT. 33029 San Francisco, CA 94139-3029	\$84

Steve Hubbard / RBC
P.O. Box 73199
Chicago, IL 60673

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
Dept 566
P.O. Box 43460
Houston, TX 77210-4346

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