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COMMISSION CLERK

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
UNIPONT 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	§	JOINTLY ADMINISTERED
AUSTIN, TEXAS 78730	§	UNDER CASE NO. 13-10570

APPLICATION FOR PAYMENT OF ADMINISTRATIVE EXPENSES FOR POST-PETITION SERVICES PROVIDED TO THE DEBTORS BY TRANSACTION NETWORK SERVICES, INC. FROM OCTOBER, 2013 THROUGH JANUARY, 2014

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS. IF NO TIMELY RESPONSE IS FILED WITHIN 21 DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

Transaction Network Services, Inc. ("TNS"), files this application (the "Application") for entry of an order under Section 503(b)(1) of title 11 of the United States Code (the "Bankruptcy Code") (i) allowing the TNS Administrative Claim (defined below) and (ii) directing the Debtors (defined below) to immediately tender payment to satisfy the TNS Administrative Claim. In support thereof, TNS states as follows:

OM	_____
FD	_____
PA	_____
CO	_____
NG	_____
CL	_____
DM	_____
EL	_____
JK	<u>NG</u>

PARTIES AND JURISDICTION

1. On March 28, 2013 (the "Petition Date"), the above-captioned debtors (the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.
2. TNS is a Virginia-based corporation that provides Services (defined below) to the Debtors.
3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
4. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b) and 1334.
5. Venue of this case and this Application are proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
6. The statutory predicate for the relief requested in this Motion is 11 U.S.C. § 503(b).

SUMMARY

7. Through the pendency of this case, TNS has shown good faith by continuing to provide essential data communications services to the Debtors and its purchaser, TNCI. Until just recently, the Debtors timely paid for all services provided by TNS pursuant to the TNS Contracts (defined below). However, no payments have been tendered with respect to the last three invoices. TNS has repeatedly been assured by the Debtors and their counsel that payment for post-petition Services would be satisfied. Based on such representations, and in a show of good faith and desire to provide Services the Debtors need to maintain their operations, TNS patiently awaited payment. Now, however, TNS is concerned that with the closing of the Sale to TNCI, pending plan confirmation and the transition of the Services to AT&T, payment may not be forthcoming as previous promised. Accordingly, TNS files this request for immediate

payment of its post-petition invoices and assurance that it will receive compensation for services it is has been requested to provide.

BACKGROUND FACTS

8. TNS is a leading global provider of data communications, providing, among other things, signaling, roaming, and intelligent network services to fixed, mobile, broadband and VOIP operators and ISUP coverage over its SS7 network.

9. Prior to the Petition Date, TNS entered into various executory contracts and statements of work with the Debtors (collectively, the "TNS Contracts"). The TNS Contracts include, but are not limited to, the following:

- Master Contract dated effective as of July 1, 2012 as amended by Amendment One dated October 1, 2012;
- 800 Database Service Contract dated effective as of July 1, 2012;
- Calling Name Delivery and Storage Service Contract dated effective as of July 1, 2012;
- Carrier ENUM Service Contract dated effective as of October 26, 2010, as amended by Amendment One dated August 1, 1012;
- Connectivity Service Contract dated effective as of July 1, 2012;
- Line Information Database Storage Service Contract dated effective as of July 1, 2012;
- Line Ownership Validation Service Contract dated effective as of July 1, 2012;
- Local Number Portability Data Access Service Agreement dated effective as of March 30, 1999, as amended by: Amendment One effective November 26, 2006; Amendment Two effective September 9, 2008; and Amendment Three effective October 2, 2009;
- Trunk Signaling and TCAP/CLASS Service Contract dated effective as of October 26, 2010, as amended by Amendment One dated August 1, 2012;
- SPOI Facility Agreement for SPOI in Tacoma, WA and Las Vegas, NV dated February 19, 1999;
- STP Port Connectivity Agreements dated 2-19-1999 for 2 STP Ports in Las Vegas, NV;
- STP Port Connectivity Agreements dated 4-4-97 for 2 STP Ports in Los Angeles, CA;

- STP Port Connectivity Agreements dated 4-4-97 for 2 STP Ports in Stockton, CA; and
- STP Port Connectivity Agreements dated 9-11-97 for 2 STP Ports in Oakland, CA.

10. Pursuant to the above-listed TNS Contracts, TNS provided the Debtors critical network and database services that were necessary for the Debtors to provide telecommunications services to its subscribers. Those services include, but were not limited to, providing (i) caller name storage and delivery, (ii) network connectivity between the TNS's SS7 network and the Debtors' network (ii) trunk signaling and TCAP/CLASS service that allows the Debtors to systematically establish signaling routes for telephone calls made and received by the Debtors' subscribers, (iii) connectivity and network access to the SMS/800 Data Center, (iv) local number portability data access, (v) storage and access for line information database data for the Debtors' subscribers relating to calling card calls, collect calls or third party billed calls, and (vi) line ownership validation services (collectively the "Services").

11. On March 28, 2013, the Debtors filed an Emergency Motion to Provide Payment Assurance and Authorizing Setoff of Certain Provider Contracts (the "Provider Contracts Motion") (Doc. No. 16). The Provider Contracts Motion stated that the Debtors purchase services in high volume from telecommunication providers and utilize such services to provide individual end-users with telecommunications services. Provider Contracts Motion ¶ 16. The Debtors acknowledged that the Services provided by the Providers (as defined in the Provider Contracts Motion) "are an integral and essential part of the Debtors' ongoing operations." *Id.* TNS is listed as a Provider on Exhibit A to the Provider Contracts Motion. *Id.* at Ex. A.

12. The Provider Contracts Motion was approved by Order dated April 1, 2013 (Doc. No. 25).

13. TNS has been providing the Services to the Debtors and/or TNCI continuously from the Petition Date through January, 2014.

14. On June 20, 2013, the Debtors filed a Motion for Entry of Orders (I) Approving Procedures and Providing Certain Protections and (II) Authorizing (A) the Sale of Substantially All of the Debtors' Assets, (B) the Payment of the Net Proceeds of Sale to Hercules Technology II, L.P., and (C) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (Doc. No. 255) (the "Sale Motion").

15. Pursuant to the Sale Motion, the Debtors proposed to sell substantially all of the Debtors' assets (the "Sale") to TNCI Operating Company, LLC ("TNCI") or the highest bidder at auction and to seek assumption and assignment of executory contracts to the highest bidder as part of the Sale.

16. Pursuant to the Order Establishing Cure Procedures and Deadlines (the "Cure Procedures Order") entered on June 28, 2013 (Doc. No. 281), the Debtors filed the Notice of Cure Amounts and Deadline for Objection to Cure Amounts (the "Cure Notice").

17. The Cure Notice listed the TNS Contracts which the Debtors intended to assume and assign to the winning bidder at auction. The Cure Notice listed the amount necessary to cure the monetary defaults for the TNS Contracts and related Services as \$40,096.00 (the "Proposed Cure Amount"). On July 15, 2013, TNS filed its Notice of and Objection to Proposed Cure Amounts in Connection with the Assumption and Assignment of Certain Service Agreements Between the Debtors and Transaction Network Services, Inc. (the "TNS Objection") (Doc. No. 335) which asserted a cure amount of \$500,356.84, consisting of pre-petition and post-petition arrearages.

18. Since the filing of the TNS Objection, TNS engaged in protracted negotiations with TNCI over the cure amount and for the modification and ultimately assumption and assignment of the TNS Contracts. Ultimately, the parties entered into a memorandum of understanding with TNCI which was to be incorporated into an agreed form of order assuming such contracts, as modified. A copy of the Memorandum of Understanding is attached hereto as Exhibit A.

19. TNS operated in good faith with regard to the Memorandum of Understanding and to otherwise work to accomplish transition of its Services from the Debtors to TNCI including waiving substantial cure rights in return for assumption and has worked diligently over the past several months to have a consensual assumption order proposed to the Court. In conjunction with this agreement, TNS amended its TNS Contracts, which were executed by the Debtors in November, 2013.¹

20. At varying times, both counsel for TNCI and the Debtors agreed to the form of order, but it was never finalized. Indeed, only recently was TNS advised that its contracts would not be assumed and assigned as TNCI advised it was transitioning away from TNS's Services.

21. Notwithstanding the foregoing, TNS continued providing Services under the TNS Contracts from the Petition Date through January, 2014, at which time the Services were migrated off of TNS's platform at the direction of the Debtors and TNCI. TNS's cooperation in migrating the Debtors' data, including but not limited to OCN and CNAM data, to TNCI's chosen service provider was required.

22. Up until recently, the Debtors have paid the post-petition invoices, albeit often months late. The Debtors' post-petition payment habits, in addition to their repeated assurances

¹ To the extent necessary, TNS reserves the right to submit the executed amendments at any hearing on this Application.

of payment and agreement with TNCI, assuaged TNS's concerns about non-payment; for that reason, TNS delayed in filing this Application or otherwise pursuing a ruling on the assumption or rejection of the TNS Contracts. When payment was recently requested, the Debtors informed TNS that the amounts outstanding were the responsibility of TNCI. TNCI, on the other hand, has taken the position that such amounts are the responsibility of the Debtors. Accordingly, neither party has paid or offered to pay.

23. As a result of non-payment, TNS is owed \$266,896.32, plus interest, costs and fees (the "TNS Administrative Claim") as set forth on Exhibit B for Services provided post-petition. The TNS Administrative Claim is entitled to administrative priority pursuant to Section 503 of the Bankruptcy Code.

TNS'S CLAIM UNDER 11 U.S.C. § 503(b)(1)

24. Under 11 U.S.C. §503(a), a claimant "may timely file a request for payment of an administrative expense, or may tardily file such request if permitted by the court for cause." Allowed administrative expenses under the Bankruptcy Code include "the actual, necessary costs and expenses of preserving the estate . . ." 11 U.S.C. § 503(b)(1); *see also Meredith Corp. v. Home Interiors & Gifts, Inc. (In re Home Interiors & Gifts, Inc.)*, 2008 Bankr. LEXIS 2476, * 11 (N.D. Tex. 2008). Administrative expenses are given priority [and, therefore, are paid before other unsecured non-priority claims] pursuant to section 507(a) of the Bankruptcy Code." *Id.*

25. Under the Fifth Circuit's standard, a claim is entitled to administrative expense status if it (1) arises from a transaction with the trustee or debtor in possession and (2) confers a benefit on the estate. *See Toma Steel Supply, Inc. v. TransAmerican National Gas Corp. (In re TransAmerican National Gas Corp.)*, 987 F.2d 1409, 1416 (5th Cir. 1992).

26. In this case, there is no question that the Services provided by TNS were induced by the Debtors and/or TNCI. Since the Petition Date, the Debtors have expected TNS to provide Services pursuant to the TNS Contracts in the ordinary course of business (sometimes under threat of violating the Sale Order). TNS has complied and, in fact, has allowed the Debtors to offset certain compensation amounts against current invoices rather than by year end true-up as provided by the TNS Contracts. Up until the last several months, the Debtors made payments to TNS for the Services, albeit tardily. It is only recently that payments have stopped, notwithstanding continued assurances that payments were forthcoming.²

27. There is no question that the Services provided by TNS conferred a benefit on the Debtors and their estates. Throughout this case, TNS continued to provide Services under the TNS Contracts, which has enabled the Debtors to maintain their own operations and value of their assets, thereby conferring a benefit on all creditors. Without TNS's performance under the TNS Contracts, the Debtors' own operations would have been severely hampered, thereby diminishing the estate and the amounts to be recovered by other creditors. Perhaps the Debtors stated it best in their Providers Contracts Motion, when they asserted:

The Provider Contracts [including the TNS Contracts] are vital to the Debtors' operations. . . . Uninterrupted access to the services provided by the Providers [such as TNS] is absolutely critical to the Debtors' ability to continue operating and maintaining value of the Debtors' business for the purpose of reorganization and in the best interest of the Debtors' creditors. Without the Provider Contracts, disruptions[?] 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 the Debtors' reorganization efforts.

Providers Contract Motion ¶ 17. Further, as stated in the Providers Contracts Motion, "[t]o the extent that any Provider provides post-petition services that are unpaid, such Provider *shall be*

² As set forth above, the Debtors appear to now to take the position that TNCI is obligated to pay TNS and TNCI is stating that the Debtors are obligated.

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.” *Id.* ¶ 25 (emphasis added). Consequently, the TNS Administrative Claim is entitled to priority as an administrative expense under 11 U.S.C. § 503(b)(1) for the reasonable value of the Services it provided to the Debtors post-petition.

REQUEST FOR IMMEDIATE PAYMENT

28. The Debtors were authorized to operate and to enter into post-petition transactions in the ordinary course of business, and to use estate property in the ordinary course of business without notice or a hearing in order to pay for the amounts coming due post-petition under the TNS Contracts. 11 U.S.C. § 363(c)(1). As the TNS Administrative Claim was incurred and the Debtors were authorized to pay such amounts in the ordinary course of business, the TNS Administrative Claim should have been paid in the ordinary course of business, but was not. Accordingly, the TNS Administrative Claim should be paid immediately because all amounts owing to TNS are now, or will become, past due.

29. The only reason for denying immediate payment of the TNS Administrative Claim is if there are insufficient funds to pay all administrative claims. It is axiomatic that all claims within the same class should have the same priority. *See, e.g., In re Warner Coal Corp.*, 171 F.2d 916, 920 (4th Cir. 1949); *In re Columbus Ribbon Co.*, 117 F.2d 999, 1001-02 (3d Cir. 1941). In the event that an estate does not contain funds sufficient to pay all administrative expenses, administrative claims that have already been paid must be disgorged in order to ensure equal treatment of administrative claimants. *In re Specker Motor Sales Co.*, 393 F.3d 659, 662-65 (6th Cir. 2004).

30. If there are insufficient estate assets to pay the TNS Administrative Claim immediately, other administrative claims should not be entitled to payment in advance of paying the TNS Administrative Claim. Accordingly, if the Debtors cannot pay the TNS Administrative Claim immediately, then TNS respectfully requests that this Court prohibit the Debtors from paying any other administrative claims, including professional fees. Further, TNS should be permitted to immediately cease operating under the TNS Contracts, rather than continue providing Services for which it will not receive compensation.

THEREFORE TNS respectfully requests that this Court enter an order (i) allowing the TNS Administrative Claim and (ii) directing the Debtors to immediately tender payment to satisfy the TNS Administrative Claim.

Dated: Houston, Texas
March 12, 2014

Respectfully submitted,

/s/ Pamela Gale Johnson
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State Bar No. 10777700
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Houston, Texas 77002-6111
Telephone: (713) 751-1600
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and

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Washington, D.C. 20036
Telephone: (202) 861-1500
Facsimile: (202) 861-1783
Email: cgiaimo@bakerlaw.com

Attorneys for Transaction Network Services, Inc.

CERTIFICATE OF SERVICE

I, Christopher J. Giaimo, hereby certify that on this 12th day of March, 2014, I caused a true and correct copy of the foregoing to be served via the Court's CM/ECF System to all registered ECF users, otherwise via U.S. first class mail, postage pre-paid, on the parties listed on the attached service list.

/s/ Christopher J. Giaimo
Christopher J. Giaimo

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Between Transaction Network Services Inc. and TNCI Operating Company, LLC

Vendor- Transaction Network Services Inc. (TNS)

Situation- UPH/PacWest/PointOne/Tex-Link/nWire ("UPH" or the "Company") is in bankruptcy and the United States Bankruptcy Court for the District of Texas has appointed Quinn Advisors to conduct a sale of the UPH assets in a §363 Asset Sale overseen by the Bankruptcy Court.

TNCI Operating Company LLC ("TNCI OpCo") has emerged as the viable candidate to purchase the assets, including, but not limited to, the network and customer lines from Company, and is currently in the process of acquiring those assets.

The purpose of this Memorandum of Understanding is to outline certain terms by which TNCI OpCo will engage with TNS to provide service pre and post-closing.

Vendor understands and agrees that TNCI OpCo does not assume any pre-Closing liabilities due to Vendor from UPH, and will continue to provide services to TNCI pursuant to the specifications outlined below.

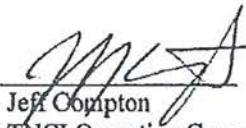
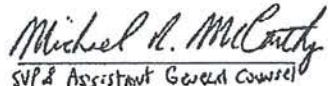
Agreement

- TNS will allow TNCI to continue to use existing services and/or add additional services under the UPH agreements. TNS will provide TNCI existing services on a month-to-month basis per the existing UPH rates and terms as long as needed by TNCI.
- TNS will eliminate the "exclusivity provisions" of the UPH agreement allowing TNCI to utilize TNS services concurrently with those of other providers.
- TNS will waive any termination charges or disconnection fees for services currently in place or procured by TNCI pursuant to the UPH agreements.
- TNS will waive any and all pre-petition claims against TNCI associated with the UPH agreements.
- The parties agree that if TNCI rehomes any service, other than CNAM storage, away from TNS after 90 days of execution of this MOU but sooner than 12 months from the execution date, then TNS will receive a \$50,000 "transition fee."
- The parties agree that the TNS contracts with UPH shall be assumed and assigned, as amended herein, by TNCI pursuant to an order of the bankruptcy court in the form and substance agreeable to both parties.
- The parties agree that the amendments provided herein will be properly documented.
- The parties further acknowledge and agree that as a condition to the assumption and assignment, TNS shall be paid a cure amount consisting exclusively of post-petition outstanding amounts due under the TNS contracts with UPH, and will waive any and all other amounts or rights to payment arising under or related to the TNS contracts with UPH.

The following addresses apply for the purposes of formal notification under this Agreement

TNCI Operating Company, LLC

Transaction Network Services Inc.

Jeff Compton TNCI Operating Company LLC jcompton@bluecasa.com	Transaction Network Services Inc.
The aforementioned is hereby agreed upon and stipulated by the parties involved.	
 Jeff Compton TNCI Operating Company LLC	 SVP & Assistant General Counsel Transaction Network Services
10-30-13 Date	10-29-2013 Date

Approved by TNS Legal
10 / 29 / 2013

EXHIBIT B



Transaction Network Services Inc
 Tax ID 54-1956660

PAC WEST TELECOM INC AMERICALL
 ATTN COGS
 4210 CORONADO AVE
 STOCKTON, CA 95204

Please Remit Payment To: Transaction Network Services
 15847 COLLECTION CENTER DRIVE
 CHICAGO, IL 60696
 USA

Customer No: 236414
 Invoice No: 1744808
 Invoice Date: 11/05/2013
 Monthly Recurring Charges Bill Period: 11/01/2013 To 11/30/2013
 Usage Bill Period: 10/01/2013 To 10/31/2013

Payment is due per Payment Terms **Net 30** Total Invoice Amount: **\$132,751.36**

	Usage Charges	Recurring Charges	Non-Recurring Charges	Total Charges
REGULATORY COST RECOVERY FEE		\$38.36		\$38.36
B-Link		\$2,874.00		\$2,874.00
Trunk Signalling		\$49,425.33	\$900.00	\$50,325.33
A-Link		\$8,190.00		\$8,190.00
CNAM Database Compensation				\$0.00
Inbound IntraState ISUP: TRAI	\$286.49			\$286.49
Local Number Portability	\$4,999.95			\$4,999.95
Outbound InterState ISUP: S7ISO	\$2,052.54			\$2,052.54
Outbound IntraState ISUP: TRAO	\$1,507.71			\$1,507.71
Inbound InterState ISUP: S7ISI	\$414.69			\$414.69
800 Database Services	\$2,499.59			\$2,499.59
LINE OWNERSHIP VALIDATION SERVICE				\$0.00
Call Name Delivery	\$59,412.70	\$150.00		\$59,562.70
Total	\$71,173.67	\$60,677.69	\$900.00	\$132,751.36

Need Billing Assistance?
 Please call us at 1-866-421-6984
 or Email billingdept@tnsi.com

Less Comp Amount \$ (24,751.70)
 Less Comp Amount \$ (202.03)
 Less Comp Amount \$ (200.74)

Total Amount Due \$ 107,596.89



Transaction Network Services Inc
 Tax ID 54-1956660

PAC WEST TELECOM INC AMERICALL
 ATTN COGS
 4210 CORONADO AVE
 STOCKTON, CA 95204

Please Remit Payment To: Transaction Network Services
 16847 COLLECTION CENTER DRIVE
 CHICAGO, IL 60698
 USA

Customer No: 236414
 Invoice No: 1748149
 Invoice Date: 12/04/2013
 Monthly Recurring Charges Bill Period: 12/01/2013 To 12/31/2013
 Usage Bill Period: 11/01/2013 To 11/30/2013

Payment is due per Payment Terms Net 30 Total Invoice Amount: \$97,830.52

	Usage Charges	Recurring Charges	Non-Recurring Charges	Total Charges
A-Link		\$7,800.00		\$7,800.00
REGULATORY COST RECOVERY FEE		\$38.36		\$38.36
Trunk Signalling		\$46,920.05		\$46,920.05
B-Link		\$2,874.00		\$2,874.00
Outbound InterState ISUP: S7ISO	\$1,439.75			\$1,439.75
800 Database Services	\$1,397.97			\$1,397.97
Outbound IntraState ISUP: TRAO	\$1,061.16			\$1,061.16
Inbound IntraState ISUP: TRAI	\$250.67			\$250.67
Call Name Delivery	\$30,537.28	\$150.00		\$30,687.28
Local Number Portability	\$4,999.90			\$4,999.90
Inbound InterState ISUP: S7ISI	\$361.38			\$361.38
LINE OWNERSHIP VALIDATION SERVICE				\$0.00
CNAM Database Compensation				\$0.00
Total	\$40,048.11	\$57,782.41		\$97,830.52

Need Billing Assistance?
 Please call us at 1-866-421-6984
 or Email billingdept@tnsi.com

Monthly Recurring Charges for flat rate service fees are billed based on current month Invoice date.
 All usage charges are based on previous month activity.



Transaction Network Services Inc
 Tax ID 54-1956860

PAC WEST TELECOM INC AMERICALL
 ATTN COGS
 4210 CORONADO AVE
 STOCKTON, CA 95204

Please Remit Payment To: Transaction Network Services
 15847 COLLECTION CENTER DRIVE
 CHICAGO, IL 60696
 USA

Customer No: 236414
 Invoice No: 1750887
 Invoice Date: 01/06/2014
 Monthly Recurring Charges Bill Period: 01/01/2014 To 01/31/2014
 Usage Bill Period: 12/01/2013 To 12/31/2013

Payment is due per Payment Terms Net 30 Total Invoice Amount: \$69,173.63

	Usage Charges	Recurring Charges	Non-Recurring Charges	Total Charges
REGULATORY COST RECOVERY FEE		\$38.36		\$38.36
A-Link		\$7,800.00		\$7,800.00
Trunk Signaling		\$46,914.66		\$46,914.66
B-Link		\$2,874.00		\$2,874.00
Outbound InterState ISUP: S7ISO	\$433.90			\$433.90
Inbound InterState ISUP: S7ISI	\$116.70			\$116.70
CNAM Database Compensation				\$0.00
Local Number Portability	\$4,999.75			\$4,999.75
LINE OWNERSHIP VALIDATION SERVICE				\$0.00
Inbound IntraState ISUP: TRAI	\$81.07			\$81.07
800 Database Services	\$573.47			\$573.47
Outbound IntraState ISUP: TRAO	\$319.58			\$319.58
Call Name Delivery	\$4,872.14	\$150.00		\$5,022.14
Total	\$11,396.61	\$57,777.02		\$69,173.63

Need Billing Assistance?
 Please call us at 1-866-421-6984
 or Email billingdept@tnsl.com

Less Credit Amount \$ (4,763.09)
 Less Credit Amount \$ (2,914.63)

Total Amount Due \$ 61,495.91

Monthly Recurring Charges for flat rate service fees are billed based on current month invoice date.
 All usage charges are based on previous month activity.

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

IN RE:	§	
UPH HOLDINGS, INC.	§	CASE NO. 13-10570
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6500 RIVER PL. BLVD., BLDG. 2, #200	§	JOINTLY ADMINISTERED
AUSTIN, TEXAS 78730	§	UNDER CASE NO. 13-10570

**ORDER GRANTING APPLICATION FOR PAYMENT OF
ADMINISTRATIVE EXPENSES FOR POST-PETITION SERVICES
PROVIDED TO THE DEBTORS BY TRANSACTION NETWORK
SERVICES, INC. FROM OCTOBER, 2013 THROUGH JANUARY, 2014**

CAME ON FOR CONSIDERATION, the *Application for Payment of Administrative Expenses for Post-Petition Services Provided to the Debtors by Transaction Network Services,*

Inc. from October, 2013 Through January, 2014 (the "Application"), filed herein on March 12, 2014 by Transaction Network Services, Inc. ("TNS"), a creditor herein, pursuant to section 503 of title 11 of the United States Code (the "Bankruptcy Code"), for entry of an order allowing and approving an administrative expense claim in favor of TNS in the amount of \$266,896.32. The Court having reviewed the Application and is of the opinion that the Application is well founded and should be granted. It is accordingly,

ORDERED, ADJUDGED AND DECREED that the Application of TNS is GRANTED. TNS shall hold an administrative expense claim (the "TNS Administrative Claim") against the Debtor's estate in the amount of \$266,896.32; and it is.

ORDERED, ADJUDGED AND DECREED that the Debtors shall tender payment to satisfy the TNS Administrative Claim within three (3) business days of the entry of this Order.

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SUBMITTED BY:

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