

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

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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, § CASE NO. 13-10574
INC. §
UNIPOINT SERVICES, INC. § CASE NO. 13-10575
NWIRE, LLC § CASE NO. 13-10576
PEERING PARTNERS § CASE NO. 13-10577
COMMUNICATIONS, LLC §

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

**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**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW UPH Holdings, Inc., ("UPH"), Pac-West Telecom, Inc., ("Pac-West"),
Tex-Link Communications, Inc. ("Tex-Link"), UniPoint Holdings, Inc. ("UniPoint Holdings"),
UniPoint Enhanced Services, Inc. ("UniPoint Enhanced"), UniPoint Services, Inc., ("UniPoint"),
nWire, LLC ("nWire"), and Peering Partners Communications, LLC ("Peering Partners")
(collectively the "Debtors"), by and through their proposed, undersigned counsel, pursuant to

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sections 105 and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et. seq.* (“Bankruptcy Code”), hereby move this Court for entry of an order: (i) prohibiting the Utility Companies (as defined below) from altering, refusing, or discontinuing services to, or discriminating against, the Debtors on account of prepetition amounts due; (ii) deeming the Utility Companies adequately assured of future payment; (iii) approving the Debtors’ proposed offer of adequate assurance to the Utility Companies; (iv) establishing procedures whereby the Utility Companies may seek to opt out of the Debtors’ proposed adequate assurance procedures; (v) determining that the Debtors are not required to provide adequate additional assurances beyond that which is proposed by this Motion; (vi) setting a final hearing (“Final Hearing”) on the Debtors’ proposed adequate assurances; and (vii) granting such other and further relief as the Court deems appropriate. In support of this Motion, the Debtors respectfully state as follows:

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, 361, and 366.

II. BACKGROUND

2. On March 25, 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 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, 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”) 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 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 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, 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 has contracts with either enhanced service providers (“ESP”s), who generate IP-

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.

based traffic, or other carriers who, in turn, have contracted with ESPs, who generate IP-based traffic, to have the traffic carried across Peering's network, convert the traffic to TDM and hand it off to the terminating carrier. Peering 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. ("Services") is a Texas corporation that buys and sells unbundled network communications elements.

(g) *UniPoint Enhanced Services, Inc.*

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

(h) *Tex-Link Communications, Inc.*

12. Tex-Link Communications, Inc. 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 or other collection remedies.

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.

16. With respect to the instant Motion, in connection with their business operations, the Debtors also obtain gas, electricity, water, cable, internet, phone or similar services ("Utility Services") from numerous utility companies ("Utility Companies"). A nonexclusive schedule identifying each of the Utility Companies as of the Petition Date is attached as Exhibit A ("Utility Company List"). Notably, the relief requested herein is for all Utility Companies providing Utility Services to the Debtors and is not limited to those on the Utility Company List.

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

III. RELIEF REQUESTED

17. Pursuant to sections 105(a) and 366 of the Bankruptcy Code, the Debtors seek entry of the proposed interim order ("Interim Order"), attached hereto as Exhibit "B," and the proposed final order ("Final Order"), attached hereto as Exhibit "C,": (i) determining that the Utility Companies have been provided with adequate assurance of payment within the meaning of § 366 of the Bankruptcy Code; (ii) approving the Debtors' proposed adequate assurance (as defined below) as to the Utility Companies; (iii) approving of the Debtors' proposed adequate assurance procedures; and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance.

18. Pursuant to § 366(b) of the Bankruptcy Code, a utility company cannot alter, refuse, or discontinue service to a debtor within twenty (20) days after the commencement of a bankruptcy case solely on the basis of the filing of the bankruptcy proceeding. *See* 11 U.S.C. § 366(a) and (b). A utility may, however, discontinue utility services to the debtor if a debtor does not provide satisfactory adequate assurance of the performance of its post-petition obligations to the utility within thirty (30) days of the commencement of the case. *See* 11 U.S.C. 366(c)(2).

19. The term "adequate assurance of payment" is defined as (a) a cash deposit; (b) a letter of credit; (c) a certificate of deposit; (d) a surety bond; (e) a prepayment of utility consumption; or (f) another form of security that is mutually agreed on between the utility and the debtor or trustee. *See* 11 U.S.C. § 366(c)(1)(A).

20. In the twelve month period prior to the Petition Date, the Debtors paid an average of \$25,900.00 per month on account of Utility Services. The Debtors estimate that their cost for

Utility Services during the next thirty (30) days (not including any deposits to be paid) will be approximately \$25,900.00.

21. Uninterrupted Utility Services are absolutely essential to the Debtors' ongoing business operations and the success of the Debtors' reorganization attempts. If any Utility Company were to refuse or discontinue service, even for a brief period, the Debtors' operations would be disrupted and their reorganization efforts would be jeopardized. Accordingly, it is essential that the Utility Services to the Debtors continue without interruption during the Debtors' bankruptcy cases.

22. As adequate assurance of future payment to the Utility Companies, the Debtors propose the following procedures ("Adequate Assurance to the Utility Companies"):

A. Proposed Adequate Assurance to Utility Companies

23. The Debtors intend to timely pay all postpetition obligations owed to the Utility Companies. To provide adequate assurance of payment to the Utility Companies, the Debtors propose to provide, a deposit in the aggregate of a sum equal to one month of projected utility services, split into two payments, with the first payment to be paid on the fifteenth (15th) day following entry of an order approving this Motion, and the second and final payment to be paid on the thirtieth (30th) day following entry of an order approving this Motion ("Adequate Assurance Deposit") for the benefit of any Utility Company, unless a Utility Company agrees to a lesser amount ("Proposed Adequate Assurance to Utility Companies"), provided, however, that if a Utility Company was in possession of a deposit made by the Debtors prepetition on the Petition Date, that Utility Company will not be entitled to the benefit of the Adequate Assurance Deposit. Based on the foregoing calculation, for those Utility Companies on the Utility Service

List, the Debtors have estimated that the total amount of the Adequate Assurance Deposit will be approximately \$25,900.00

24. The Debtors respectfully submit that the Proposed Adequate Assurance to Utility Providers constitutes sufficient adequate assurance to the Utility Providers. If any Utility Provider believes that the Proposed Adequate Assurance to Utility Providers is not sufficient, the Utility Provider may request such additional assurance by following the procedures set forth below:

B. Proposed Adequate Assurance Procedures for Utility Companies

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

- (a) Absent compliance with these Adequate Assurance Procedures, the Utility Companies 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 within five (5) business days after the date that the Interim Order is entered by the Court on all Utility Companies identified on Exhibit A. In the event that any Utility Company has been omitted from the Utility Service List, the Debtors shall supplement the applicable list and shall promptly serve copies of the Motion and the Interim Order on such Utility Company upon learning of such omission.
- (c) Any Utility Company desiring assurance of future payment for Utility Services, beyond the Proposed Adequate 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. Tomasco and Jennifer F. Wertz, Jackson Walker L.L.P., 100 Congress Avenue, Suite 1100, Austin, Texas, 78701.

- (d) Additional Assurance Request must: (i) be in writing; (ii) set forth the location(s) for which Utility 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 Utility Company; (iv) explain why the requesting Utility Company believes the Proposed Adequate 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 Utility Company 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 Utility Company to resolve the Additional Assurance Request. The Resolution Period may be extended by written agreement of the Debtors and the applicable Utility Company.
- (f) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of the Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional adequate assurance of future payment in a form satisfactory to the Utility Company, 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 Utility Company may file a formal request with the Court ("Objection") to determine the adequacy of assurances of payment made to the requesting Utility Company ("Determination Hearing") pursuant to § 366(c)(3)(A) of the Bankruptcy Code, to the extent applicable.
- (h) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company 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 Adequate Assurance.
- (i) Any Utility Company that does not comply with the Adequate Assurance Procedures set forth herein is deemed to have adequate assurance that is satisfactory to it, within the meaning of section 366 of the Bankruptcy Code, 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 Utility Companies that do not timely file and serve an Objection (as defined herein).

26. As noted above, § 366 of the Bankruptcy Code requires the Debtors to provide utility companies, within thirty (30) days of the Petition Date, with “adequate assurance of payment for utility service that is satisfactory to the utility.” See 11 U.S.C. § 366(c)(2). Thereafter, any such adequate assurance provided by the Debtors may be modified by the Court after notice and a hearing pursuant to § 366(c)(3)(A) or § 366(b) of the Bankruptcy Code.

C. Proposed Final Hearing Date

27. 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 Adequate Assurance Procedures, at which time the Debtors will seek entry of the Final Order.

D. Subsequent Modifications to the Utility Providers List

28. As noted above, although the Debtors have made extensive and good-faith efforts to identify all Utility Companies, certain companies that currently provide Utility Services to the Debtors may have been inadvertently omitted from the Utility Company List. To the extent that the Debtors identify additional Utility Companies, the Debtors will promptly file amendments to the Utility Company 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 Utility Companies.

29. In addition, the Debtors further request that the Court order that the Final Order approving this Motion is binding on all Utility Companies, regardless of when each is added to the Utility Service List, provided that any such newly identified Utility Company 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.

E. Cause Exists to Authorize the Debtors' Treatment of the Utility Providers

30. The Court has the authority to grant the relief requested herein pursuant to §§ 105(a) and 366 of the Bankruptcy Code. The relief requested herein will prevent disruption to the Debtors' business operations and revenues. In addition, the relief requested herein provides the Utility Companies with a procedure that is both fair and orderly for determining the reasonableness of the adequate assurance.

31. Pursuant to § 366 of the Bankruptcy Code, in a chapter 11 case, a utility company may alter, refuse, or discontinue utility service if, within thirty (30) days after the commencement of the chapter 11 case, the utility company does not receive adequate assurance in a form that is "satisfactory" to the utility company, subject to the ability of the bankruptcy court to modify the amount of the adequate assurance. *See Jones v. Boston Gas Co. (In re Jones)*, 369 B.R. 745, 748-49 (B.A.P. 1st Cir. 2007).

32. Section 366(c) clarifies what constitutes adequate assurance, but, a court, may, after notice and a hearing, order modification of the amount of an assurance of payment. *See* § 366(c)(3)(A). Thus, adequate assurance is a flexible concept. In that vein, bankruptcy courts focus on balancing the utility's need to assurance with concern for the Debtor's scarce financial resources. *See In re Adelpia Bus. Solutions*, 280 B.R. 63 (Bankr. S.D.N.Y. 2002). Importantly, however, adequate assurance does not equal a guarantee of payment; instead, it is intended to protect against the utility assuming an unreasonable risk of nonpayment. *Id.* at 80-82. In fact, the amount of risk of nonpayment that to which a utility may be facing exposure must be determined by examining the facts of each particular case. *See In re Keydata Corp.*, 12 B.R. 156 (Bankr. D. Mass. 1981).

33. The Proposed Adequate Assurance to the Utility Companies is similar to the relief granted in other Chapter 11 cases commenced subsequent to the 2005 Amendments. *See, e.g., In re Crescent Resource LLC, et.al*, Case No. 09-11507 (CAG) (Bankr. W.D. Tex. June 10, 2009); *In re TXCO Resources, Inc.*, Case No. 09-51807 (RBK) (approving adequate assurance in the form of a cash deposit equivalent to the last monthly bill for utility services prior to the petition date); *In re SemCrude, L.P.*, Case No. 08-11525 (BLS) (Bankr. D. Del. August 19, 2008) (approving adequate assurance to utilities in an amount equal to two weeks' deposit).

34. Accordingly, the Debtors believe that the Proposed Adequate Assurance to the Utility Companies complies with § 366 and is sufficient to provide adequate assurance to the Utility Companies. The relief requested by the Debtors herein will ensure that the Debtors' operations will not face interruption caused either by the termination of essential Utility Services or by the requests of the Utility Companies of unreasonably large deposits that pose a threat to the Debtors' liquidity. Moreover, as addressed above, if a disruption occurs with the Utility Services, the Debtors' business and operations could very well come to a screeching halt. 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 Utility Companies with a fair and orderly procedure for determining requests for additional or different adequate assurance form that proposed herein.

F. Notice

35. Notice of this Motion has been given to (a) the Office of the United States Trustee; (b) the Utility Companies; and (c) the Debtors' 20 largest unsecured creditors as set forth in the consolidated list filed with the Debtors' petitions. In light of the nature of the relief requested, the Debtors submit that no further notice is required.

WHEREFORE, PREMISES CONSIDERED the Debtors request that the Court enter the Interim Order substantially in the form of proposed order filed herewith following a hearing and enter the Final Order, substantially in the form of the proposed order filed herewith, granting the relief requested in this Motion upon Filing Hearing; and grant 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/ Jennifer F. Wertz
Patricia B. Tomasco
State Bar No. 01797600
(512) 236-2076 – Direct Phone
(512) 691-4438 – Direct Fax
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Jennifer F. Wertz
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(512) 236-2247 – Direct Phone
(512) 391-2147 – Direct Fax
Email address: jwertz@jw.com

**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.

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/ Jennifer F. Wertz
Jennifer F. Wertz

UTILITY SERVICE LIST

Utility Company	Address	Adequate Assurance Deposit
AT&T	PO Box 5001 Carol Stream, IL 30197- 5001	\$175.00
PG&E	220 E. Channel Street Stockton, CA 95202	\$25,725.00

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EXHIBIT A

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

Telus Corporation
215 Slater Street
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CANADA

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

Pilot Communications
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Stockton, CA 95267-1066