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October 5, 2007

Electronically and via UPS Overnight

Frances Nichols
Public Utility Commission of Oregon
550 Capitol Street NE
Suite 215
Salem, OR 97301-2551

Re: Docket IC 13

Dear Ms. Nichols:

Attached for filing in Docket No. IC 13 is Universal Telecommunications, Inc.'s Response and Attachment A to the "Supplemental Letter of Qwest Communications" filed October 4, 2007. The original plus one copy will be sent via UPS Overnight.

Very truly yours,

Davis Wright Tremaine LLP

Mark P. Trincherro

MPT:bl



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October 5, 2007

**VIA e-FILING and
FEDERAL EXPRESS**

Oregon Public Utility Commission
550 Capitol St., N.E., Suite 215
Salem, OR 97301

Re: **IC 13**

Dear Ms. Nichols Anglin:

Universal Telecom, Inc. ("Universal") hereby responds to the "Supplemental Letter of Qwest Communications," filed October 4, 2007.

Universal rejects Qwest Communications, Inc.'s ("Qwest") allegations in their entirety, which are little more than a continuance of the unfounded bluster and ad hominem attacks for which Qwest, and its counsel, have become infamous in the several disputes between Universal and Qwest. Universal has noted in other Commission dockets that Qwest is constitutionally incapable of letting another party have the last word in any matter, and yesterday's filing proves that in spades.

Far from withholding material information from the Commission and Qwest in this docket, Universal has provided each and every piece of evidence requested by Judge Arlow or the Commission in a timely fashion. Much of this information, including the nondisclosure agreement between Universal and GlobalPOPs, the purchase and sale agreement between Universal and GlobalPOPs, and the list of ISP customers that are the subject of the purchase and sale agreement, is outside the Commission's jurisdiction. But Universal has provided this information willingly and in a timely fashion. Moreover, Universal has not submitted a single piece of this evidence *in camera*. Rather, Universal has provided every document to Qwest under protective order.



Next, Qwest's accusation that Universal has been "actively misleading" the Commission is personally insulting, contrary to the express record of this proceeding and grossly incompetent in light of data publicly available to Qwest. First, the express issue that Judge Arlow requested briefing on in this matter is whether to continue or lift the stay imposed in Order No. 07-366. The transaction between Universal and GlobalPOPs, while certainly relevant to that enumerated issue, is outside the Commission's jurisdiction as a matter of law. Consequently, the decision to continue or lift the stay does not, and should not, turn solely on Universal's creditors' interests.

Second, undersigned counsel for Universal has answered every question from Judge Arlow truthfully and fully. As pointed out in Qwest's Exhibit A, Qwest has never bothered to ask – or, more likely, did not know to ask – what is happening to the proceeds of the sale of Universal's customer base to GlobalPOPs. Yet, counsel for Universal volunteered during the September 11, 2007 conference that he did not know whether there were sufficient assets in Universal to pay Qwest and could make no guarantee of payment, even if the stay were lifted. Counsel did not exclude, expressly or impliedly, the proceeds of the GlobalPOPs sale from his description of the assets of Universal, and no reasonable observer of those proceedings could conclude otherwise. Further, counsel for Universal represented during that same hearing that he was unaware of whether there were sufficient assets to resolve legitimate debts, were Universal to wind up its business in the very near term. Again, counsel did not expressly or impliedly exclude the proceeds received from GlobalPOPs from that calculation. Universal reiterated that representation, *in writing*, in its Reply Brief filed on September 17, 2007:

Similarly, at page 8 of its Comments Qwest states, "On September 11, 2007, pursuant to notice, a prehearing conference was held, at which time Universal's counsel disclosed that Universal could not pay the outstanding bills to Qwest". That is not what Universal's counsel stated. What counsel stated was that if the Commission conditioned continuation of the stay on full or "substantial" payment of the entire amount claimed by Qwest, Universal could not comply with such an order and would have to close its doors. Universal's counsel further stated that *if Universal exited the managed modem business under such circumstances, there would be an unknown quantity of assets remaining in the corporation and that counsel did not know whether the assets would outstrip all legitimate liabilities.*

Universal Reply Brief at 3-4. Universal also represented in its initial Brief in this matter:

The harms that Universal will suffer from lifting of the stay far outweigh any potential harm to the public that may occur from allowing Qwest to disconnect the circuits in question. The harms Universal will suffer include permanent loss of customers, furloughing or laying off employees, loss of goodwill *and, potentially, bankruptcy.* This is so because lifting the stay would cause Universal



to cease operations in such a way as to eliminate the viability of Universal's business entirely.

It is difficult to imagine that even Qwest can be so willfully imperceptive as to miss the clear import of these representations, or somehow conclude that the proceeds from GlobalPOPs were not included in the assets described by counsel, or at least know to ask follow up questions about the proceeds of the Universal-GlobalPOPs transaction.¹

Third, what fully dooms Qwest's scandalous rhetoric is the simple fact that the security interest that Silicon Valley Bank has in Universal's assets *is a matter of public record, readily available to Qwest and its counsel in Oregon*. Universal is an Oregon corporation, which fact Qwest knows, having repeatedly reproduced, relied on and cited to Universal's authorization from this Commission in this docket and others, and other legal fora. On April 7, 2000 Silicon Valley Bank filed with the Oregon Secretary of State's office its Uniform Commercial Code ("UCC") Financing Statement perfecting its security interest in substantially all of Universal's assets, which is a matter of public record.² The purpose of the collateral description in a UCC financing statement is to provide notice to third parties as to what assets of a debtor a creditor claims a security interest in. *Stringer v. Mitchell (In re Stein)*, 2001 Bankr. LEXIS 379, *35 (2001).

Silicon Valley Bank's filing was made *seven (7) years ago*, and has been a matter of public record each and every day since. Qwest has simply failed to comprehend or pursue its fundamental due diligence obligations and, having now discovered its embarrassing oversight – and unwilling to admit it failed to ask a question earlier it now understands as important to its interests – is lashing out at Universal and its counsel.

The Commission may find useful the analysis undertaken by the United States District Court for the Eastern District of North Carolina in the case of *Branch Banking and Trust Company v. Deutz-Allis Corporation*, 1988 U.S. Dist. LEXIS 9349 (1988). In that case the plaintiff bank brought an action against the defendant credit corporation, disputing which party possessed a prior perfected security interest on funds held by the credit corporation. The credit corporation filed a motion to withdraw an admission regarding the genuineness, availability and

¹ Qwest's claim that "Universal has known for months, if not years, that it would be unable to pay Qwest under the new ICA, that its assets were far outweighed by its liabilities" (Qwest Letter at 3) is as ludicrous as it is unfounded. The RUF charges underlying Qwest's claim here came into being on August 22, 2006 when the Commission approved the parties' interconnection agreement in Order No. 06-484. Moreover, as discussed below, it is still unsettled whether Universal owes Qwest these RUF charges, or even if Universal does owe them, whether it will be able to pay them.

² See <http://ucc.sos.state.or.us/ucc/soskb/FilingChain.asp?FileNumber=507882> and Attachment A. The weblink is associated with the Oregon Secretary of State's Office. Attachment A is a copy of a report obtained from a commercial search company, which was produced on October 4, 2007 in less than 30 minutes and which Qwest could have obtained just as easily.



timing of a UCC financing statement reflecting plaintiff's security interest. The court rejected the motion on the grounds, *inter alia*, that the defendant had not shown why, with due diligence, it could not have denied plaintiff's request, or, if it was uncertain of how to respond, state the reasons why it could not truthfully admit or deny the matter at the time the request for admission was lodged. The court then crystallized the public nature of a UCC financing statement:

Filings of UCC financing statements are matters of public record. Therefore, defendants could *easily* have ascertained the information necessary to accurately and quickly respond to Plaintiff's Request No. 6. The time and effort necessary to obtain such information would have been minimal, yet it was not expended by the defendants. Given these circumstances, where plaintiff was not in control of the dispositive information required by defendants to intelligently respond, the court finds plaintiff should not now be penalized for defendants' lack of diligence. 1988 U.S. Dist. LEXIS 9349, *14 (1988) (emphasis in original)

Silicon Valley Bank's financing statement on file with the Oregon Secretary of State's Office is a matter of public record. Qwest *easily* could have ascertained Silicon Valley Bank's security interest in Universal's assets by expending minimal time and effort, yet it did not. The Commission should not penalize Universal for Qwest's lack of diligence.³

What is apparent is that Qwest is using the threat of yet more federal litigation⁴ and is interposing undue and shortsighted expense burdens⁵ against Universal to extort information to which it is not legally entitled (but which Universal has willingly provided, and will continue to provide), and to create more unfounded melodrama in this docket to pressure Judge Arlow into lifting the current stay on disconnection. Universal is confident that Judge Arlow will see through Qwest's pathetic charade. If there is any party that is abusing the Commission's processes, it is Qwest, what with its repeated, inflammatory and baseless accusations and threats. The Commission dismissed Universal's complaint in this matter on August 8, 2007 in Order No. 07-366. Universal did not move to reconsider that decision, nor appeal the decision. Instead,

³ It is also axiomatic that a fiduciary has no duty to disclose publicly available information. *See, e.g., In re RCN Litig.*, 2006 U.S. Dist. LEXIS 12929 (2006); *In re Time Warner Inc. Sec. Litig.*, 9 F.3d 259, 268 (2d Cir. 1993); *L. Smirlock Realty Corp. v. Title Guarantee Co.*, 70 A.D.2d 455, 421 N.Y.S.2d 232, 237-38 (2d Dep't 1979), *as modified by* 52 N.Y.2d 179. This axiom is likely the reason why Qwest's polemic contains not one single citation to legal authority suggesting that Universal ought to have disclosed the publicly available UCC financing statement.

⁴ What basis Qwest will offer to support a federal claim is a mystery. As Qwest's Exhibit A shows, Qwest's counsel seemed to argue that it is entitled to a TRO because Universal would distribute the proceeds of the sale to GlobalPOPs "out of the ordinary course." Documents that will be voluntarily shared with Qwest on October 5, 2007 give lie to that claim. Universal will share these documents with Judge Arlow as well.

⁵ Obviously the more baseless claims Qwest lodges at the Commission or in other fora, the more resources Universal must expend to defend itself, and the less resources there will be at the end of the winding up period for Qwest or any other creditor.



Universal and its counsel have complied with Judge Arlow's subsequent directives, fully and timely. And, as a further sign of its good faith, Universal – as Qwest's own evidence proves – volunteered the fact of Silicon Valley Bank's secured interest, and Universal will today share with Qwest the specifics of that security interest held and the purchase price paid by GlobalPOPs, despite Qwest's bullying tactics against Universal and Judge Arlow.

Finally, Qwest alleges that it, as “an unsecured creditor, stands no chance of recovery of past due amounts, nor does Qwest have any realistic opportunity to recover any of the additional \$15,000 to \$20,000 in bad debt that continues to accrue each month”. Qwest Letter at 2-3. This bare allegation, like so many other shrill Qwest accusations,⁶ is not supported by any evidence. Universal does have physical assets and, presuming the company proceeds to wind up its affairs, those physical assets will be liquidated. The proceeds of such liquidation will be distributed according to the laws of Oregon, first to secured creditors, then to priority creditors, then to unsecured creditors. It is possible that Qwest will realize some, or perhaps even all, of its purported RUF charges. At the same time, counsel for Universal has taken great care not to promise Qwest or the Commission that there will be sufficient assets to satisfy all of Qwest's claims. Universal reminds the Commission, too, that Qwest's claims are the subject of a federal court appeal, and may not be legitimate debts at the end of the day.

Universal welcomes this opportunity to set the record straight, again. Unfortunately for Qwest, facts are stubborn things. The facts in this matter show, convincingly and without question, that Universal and its counsel have answered every question put to them fully, honestly, voluntarily and timely. The facts further show that Qwest failed to ask the simplest of questions regarding the proceeds from GlobalPOPs to Universal, and that Qwest – even at the time of its latest filing – studiously lacks the wherewithal to conduct rudimentary due diligence on publicly available information.

The Commission, and Judge Arlow, should consign Qwest's latest literary bombast to the regulatory scrap heap, and continue the current stay on disconnection as requested in Universal's previous filings in this matter.

⁶ Comes to mind here Qwest's recent bombastic accusation that Universal was selling its customer base to an affiliate, namely 10-D Telecom, as part of some conspiracy to defraud Qwest and fool the Commission. Of course, that allegation proved baseless, a factoid that Qwest seems to have forgotten in its current fit of pique.



Any questions regarding this matter may be directed to the undersigned.

Very truly yours,

Davis Wright Tremaine LLP

John C. Dodge
John C. Dodge *by B. Lasswell*

cc: Service List



Web-Based Due Diligence Services

6500 Harbour Heights Pkwy
Suite 400
Mukilteo, WA 98275-4889

Ph: (800) 858-5294
Fx: (800) 345-6059

UCC Summary Report

Order Number: 29477704

Search Date: 10/4/2007

Account Number: 314150

Ref: CP51BKA

Subject: UNIVERSAL TELECOM, INC.

Search Criteria: UNIVERSAL TELECOM, INC.

Total Records Found: 3

Current as of: 9/25/2007

Results for Oregon UCC Search By Company Name - Active
Search results in this jurisdiction include UCC records, Federal
Tax Liens and State Tax Liens.

GroupID	Filing Number	Category	Filing Date	Exp Date	Debtor Name	Secured Party
0001.001	507882	UCC1	4/7/2000	4/7/2010	UNIVERSAL TELECOM INC 1600 SW WESTERN STE 290 CORVALLIS, OR 97333	SILICON VALLEY BANK 3003 TASMAN DR SANTA CLARA, CA 95054
0001.002	507882-1	CON	2/16/2005	4/7/2010		
0002.001	7704524	UCC1	8/3/2007	8/3/2012	UNIVERSAL TELECOM, INC. 1600 SW WESTERN BLVD. SUITE 290 CORVALLIS, OR 97333	RODERICK RICHARD ARTHUR 4000 NE MINNESOTA AVE. CORVALLIS, OR 97333

End of Report

This data is for informational purposes only. Certification can only be obtained through the appropriate state, county, local, court or jurisdictional office. Please review actual copies to verify information. We take great care in providing you with the most accurate and up to date public record information available. However, responsibility for maintaining public records rests with the filing office of the jurisdiction, and we will accept no liability for errors or omissions in this report.

507882

04/07/2000 1:32PM

Submit this form and fee
\$10.00 per form

File with
OREGON
0092023006391000

STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 886-2200 Facsimile (503) 373-1166

THIS STATEMENT IS OFFERED SEPARATELY

UCC-1 STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of 4 years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic or other reproduction of this form, financing statement or security agreement may be filed as a financing statement under ORS Chapter 79.

A. DEBTOR NAME(S) (if individual list last name first)

- 1. UNIVERSAL TELECOM, INC.
- 2. _____
- 3. _____

DEBTOR MAILING ADDRESS:
1600 SW Western, Suite 290
Corvallis, OR 97333

F. LIST THE TYPES (OR ITEMS) OF COLLATERAL (ORS 79.4020).

Use a separate sheet of paper if necessary.

PRODUCTS of collateral are also covered.

See Exhibit A attached hereto and made a part hereof by this reference.

B. SECURED PARTY(IES) NAME AND ADDRESS

SILICON VALLEY BANK
3003 Tasman Drive
Santa Clara, CA 95054

Contact Name: _____ Phone No.: _____

C. ASSIGNEE(S) NAME AND ADDRESS

Contact Name: _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED:

UNIVERSAL TELECOM, INC.

By: [Signature] By: _____

By: _____ By: _____

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. Secured Party must sign when Debtor signature(s) is not required. See instructions for further information.

- Collateral already subject to a security interest in another jurisdiction.
- Which is proceeds of the described original collateral which was perfected.
- Collateral as to which the filing was exposed.
- Debtors acquired after change of name, identity or corporate structure of debtor.

By: [Signature]
Secured Party signature

Secured Party signature

RETURN COPY TO: (name and address). Please do not type or print outside of bracketed area. OR. FAX COPY TO: (name and fax number).

DATA FILE SERVICES, INC. 0092023006391000
P.O. Box 275
Van Nuys, CA 91408-2750

RETURN ACK. TO:
UCC DIRECT SERVICES
P.O. BOX 29071
GLENDALE, CA 91209-9071

Name: _____

Fax Number: 818-909-4717

UCC-1 STATE FINANCING STATEMENT STANDARD FORM (REVISED 1/98)

EXHIBIT A

The Collateral consists of all of Borrower's right, title and interest in and to the following:

All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower, whether or not earned by performance, and any and all credit insurance, guarantees, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower;

All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Borrower's Books relating to the foregoing;

All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and

All Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.



8007102405

507882
2/16/2005 1:40:21 PM
OR Sec. of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Dillgenz, Inc. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

11891537
Dillgenz, Inc.
6500 Harbour Heights Pkwy, Suite 400
Mukilteo, WA 98275

Filed In: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
507882 04/07/2000

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Universal Telecom, Inc.

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Silicon Valley Bank

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

151/Com As Or-Sos Universal Telecom, Inc. Ucc 3 Continuation 11891537

7704524
08/03/07 11:04 AM
OR Sec. of State



1000405909

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Universal Telecom, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1600 SW Western Blvd. Suite 290

CITY

Corvallis

STATE

OR

POSTAL CODE

97333

COUNTRY

US

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Domestic C Corp

1f. JURISDICTION OF ORGANIZATION

Oregon

1g. ORGANIZATIONAL ID #, if any

661100-82

 NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

 NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

Roderick

Richard

Arthur

3c. MAILING ADDRESS

4000 NE Minnesota Ave.

CITY

Corvallis

STATE

OR

POSTAL CODE

97333

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

4 Dell PowerEdge 2850 Servers
Service Tag #s 8D83K71, BD83K71, GD83K71, JD83K71
Acme Packet Net-Net 4000 SBC
Serial # 060627007269
2 Foundry NI4802
Serial #s CH33050213, CH33050197

5. ALTERNATIVE DESIGNATION (if applicable):

 LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

Attach Addendum [if applicable]

7. See instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of October, 2007, Universal Telecommunications, Inc.'s Response to the "Supplemental Letter of Qwest Communications", filed October 4, 2007, was sent via UPS overnight mail to the Oregon Public Utility Commission.

A copy of the filing was sent via U.S. Mail and email to the service list below.

Alex M. Duarte Qwest Corporation 421 SW Oak St., Suite 810 Portland, OR 97204 alex.duarte@qwest.com	Ted D. Smith Stoel Rives LLP 201 S. Main, Suite 1100 Salt Lake City, UT 84111 tsmith@stoel.com
Kelly L. Harpster Davis Wright Tremaine LLP 1300 SW Fifth Ave., Suite 2300 Portland, OR 97201 kellyharpster@dwt.com	

DAVIS WRIGHT TREMAINE LLP

By: *Barbara Lasswell*
Barbara Lasswell