

EXHIBIT 2



UMB BANK, n.a.
1010 Grand Boulevard
Kansas City, MO 64106
"Lender"

| | |
|----------------------------------------------------------|--------------|
| BORROWER | |
| VARTEC TELECOM, INC. 1600 VICEROY DALLAS, TX 75235 | |
| Telephone Number | 214-424-1000 |

UMB SECURITY AGREEMENT

UMB 2020946 (R 5/93) All States

DATED: June 15, 2001

As used herein, the term "Debtor" shall refer both (i) individually, to each Borrower identified above, and (ii) collectively, to all the individuals and entities listed above. Debtor (if Debtor consists of more than one individual or entity, each shall be jointly and severally liable hereunder), for valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to the Lender (as identified above and hereinafter called "Secured Party"), a security interest in: (a) all indebtedness of Secured Party to each Debtor, including (without limitation) any monies, credit balances or deposits due from or standing on deposit with Secured Party which belongs to or is in the name of or is subject to withdrawal by any Debtor, whether now existing or hereafter arising or deposited; (b) all of each Debtor's records relating to environmental matters; and (c) the following described property and any and all equipment and accessories thereon and all improvements, repairs, additions, accessions and substitutions thereto, and proceeds thereof, ~~together with all items of equipment and personal property now used or useful in any Debtor's business, as now owned or hereafter acquired~~ (all of the foregoing being hereinafter called the "Collateral"):

FOUR (4) DMS 500 VOICE AND DATA COMMUNICATION EQUIPMENT LOCATED AT 1627 PENN AVE., 10TH FLOOR, PITTSBURG, PA., 2308 6TH AVE., SEATTLE WA., 7126 S. TUCSON WAY, 1ST FLOOR, ENGLEWOOD, CO., AND 1291 POST OAK DRIVE, HOUSTON, TX., AS MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT "A"

Debtor and Secured Party acknowledge and agree that this Security Agreement is subject to the terms and conditions of that certain Intercreditor Agreement dated June 15, 2001 by and between UMB Bank, n.a. and Rural Telephone Finance Cooperative.

The security interest granted hereby is to secure (a) the payment of each Debtor's obligations (whether joint, several or otherwise) to Secured Party, as evidenced by any note or notes or other evidence of indebtedness executed by such Debtor and all renewals and extensions and substitutions thereof and all subsequent notes of greater or lesser amounts payable to or assigned to the Secured Party, (b) the performance of each Debtor's obligations under this agreement, and (c) the payment of any and all other indebtedness, direct or indirect, mature or unmatured or contingent now or hereafter owned to Secured Party by any Debtor. Each Debtor acknowledges and agrees that the security interests granted herein by him/her/it, and all other obligations undertaken herein by him/her/it, shall secure and apply to all indebtedness and obligations of each and every Debtor may not himself/herself/itself be liable or obligated. Each Debtor represents and agrees that any security interest granted herein that secures indebtedness or obligations other than those of the grantor of such security interest, has been given for the purpose of including Secured Party to grant or continue credit to a Debtor other than such grantor, and with the urpose and intention that Secured Party may rely upon such security interest.

WARRANTIES AND COVENANTS OF OWNER

Each Debtor warrants, covenants and undertakes that:

Said Collateral will be used primarily for: Personal, family or household purposes, and that the location specified above is each Debtor's residence; Farming purposes; or Business purposes, and that the location specified above is each Debtor's only place of business except _____

and, if checked here , said Collateral is being purchased with the proceeds of the note or notes above described and Debtor authorizes Secured Party to disburse directly to the seller of said Collateral.

If the Collateral is to be attached to real estate, said real estate is legally described as follows: (See attached Legal Description)

The name of the record owner (if other than Debtor) thereof is: _____

and Debtor will furnish to Secured Party written disclaimer of all persons having an interest in the real estate if the Collateral is attached to said real estate prior to the perfection of the security interest herein granted.

The Collateral will be kept at the address of Debtor above set forth except for temporary removal in connection with the above primary use, or unless Debtor notifies Secured Party in writing of a proposed removal to another location and Secured Party agrees to such removal in writing.

No financing statement covering the Collateral or proceeds thereof is on file in any public office, and on request of Secured Party, Debtor will execute one or more financing statements pursuant to the Uniform Commercial Code of the state in which Secured Party's office identified above is located, and if the Collateral is a motor vehicle(s) or trailer(s) will execute and deliver to the appropriate governmental agency designated by the Secured Party or to the Secured Party, application(s) for certificate(s) of title or such other form(s) as may be necessary to evidence Debtor's ownership of and indicate Secured Party's security interest in such Collateral. Debtor will pay the cost of any filing or recording required by Secured Party. A carbon, photographic or other reproduction of this security Agreement or any financing statement executed in connection herewith shall be deemed sufficient as a financing statement regardless of whether the original thereof has been filed in the jurisdiction where the carbon, photographic or other reproduction is filed. The Secured Party may execute financing statements on behalf or instead of the Debtor to the extent authorized by the Uniform Commercial Code of the state in which Secured Party's office identified above is located.

Debtor owns, or will use the proceeds of the loan hereby secured to become the owner of, the Collateral described in this agreement, covenants that such Collateral is and will remain free from any prior, present or future adverse lien, security interest or encumbrance, and Debtor undertakes to defend title and possession of the Collateral against all persons claiming the same adversely to Debtor or Secured Party.

The Collateral will not be misused or abused or allowed to deteriorate, except from ordinary wear and tear, and Debtor shall at all times comply with all Environmental Regulations and shall not deposit, install or permit to be deposited or installed on or about the Collateral any Hazardous Material, except for materials which are commonly used household products properly and lawfully handled and disposed of by Debtor. As used herein, the term "Environmental regulations" shall refer to all federal, state and local laws, rules, regulations, standards, codes, governmental restrictions and requirements, ordinances and orders (whether now existent or hereafter arising) pertaining to, or imposing liability or a standard of conduct regarding, the environment, Hazardous Material, pollutants, petroleum products, radioactive materials or contaminants, or any use, storage, holding, existence, emission, discharge, generation, handling, treatment, removal, disposition or transport thereof. The term "Hazardous Material" means any substance which is a "hazardous substance", "pollutant" or "contaminant" as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended from time to time, and regulations pursuant thereto, any hazardous substances as defined in or regulated or controlled under any Environmental Regulations, or any other substance or material defined, designated, classified or considered as hazardous, radioactive or toxic waste or material. Neither the Collateral nor any property previously or now occupied or owned by Debtor has ever been, or will be, used by it, or to the best of its information or belief, by previous owners and/or operators, (i) to refine, produce, store, handle, transfer, process or transport (A) Hazardous Material, other than in full compliance with all Environmental regulations and other applicable laws, or (B) petroleum products stored in underground tanks; or (ii) as a landfill, resource recovery facility or system, solid waste disposal area or system, solid waste processing facility, hazardous waste facility, or abandoned or uncontrolled hazardous waste site, as defined in any Environmental Regulations.

The Collateral will be kept insured by an insurance company or companies acceptable to Secured Party against loss or damage by fire and perils commonly insured against by so-called extended coverage insurance and such other risks as Secured Party may require, and, if the Collateral is a motor vehicle or trailer, against loss or damage by fire, theft and collision; and the policy or policies thereof constantly assigned and delivered to Secured Party, loss, any, payable to Secured Party and Debtor as their interests may appear and providing that at least 10 days advance notice will be given to Secured Party prior to any alteration or cancellation. Each Debtor assigns and transfers to Secured Party as additional security, any and all refunds of unearned insurance premiums, which refunds Secured Party is authorized to collect and receipt for either in Secured Party or in Debtor's name at any time. In the event the Debtor does not maintain insurance coverage on the Collateral deemed adequate by Secured Party, Secured Party may, in its discretion, purchase insurance or additional insurance -- but shall not be obligated to do so. The premium for such additional insurance shall be added to and become part of the principal. Any refund of insurance premiums shall be applied to the cost of other insurance, or upon the last maturing installment (or the principal) of the debt secured by this agreement.

Debtor covenants to keep the Collateral free and clear of all unpaid charges, liens (including a statutory or equitable lien, or administrative claim, in favor of any governmental entity or agency or a bankruptcy trustee for reimbursable cleanup, response or remedial action costs, damages, penalties or fines as a result of a release of any Hazardous Material) and security interests (other than the security interest herein created), and to pay all taxes and assessments with respect to the Collateral, its use or operation. Debtor covenants not to permit any of the Collateral to be used in violation of any law, ordinance or lawful regulation and not to encumber the Collateral in any manner whatsoever. Secured Party may, in its sole discretion, advance funds to be used to satisfy any encumbrances against the Collateral, to maintain and preserve the Collateral (which preservation, at Secured Party's election, may include removing, conducting remedial action or other response to the release of Hazardous Materials or other contaminated materials), and to keep the Collateral insured. Any advances by Secured Party for such purposes shall be secured by this agreement, provided, however, the foregoing shall not restrict or impair the Secured

CONFIDENTIAL

5. The security interest in the Collateral hereinafter described shall secure the payment and performance of each Debtor's obligations to Secured Party...

10. Recognizing that a security interest may be granted herein by a Debtor to secure obligations for which only other Debtor(s) are liable, each Debtor further specifically warrants, covenants and undertakes as follows:

- a. That each Debtor has established adequate means of obtaining from all other Debtors on a continuing basis, financial and other information relating to such other Debtors' business, income and assets.
b. Each Debtor hereby waives and relinquishes any duty on the part of the Secured Party to disclose to any Debtor any matter, fact or thing relating to the Debtor's operation or condition of any other Debtor or his/her/its assets now known or hereafter known to the Secured Party.
c. Neither any security interest granted herein nor any obligation of any Debtor shall be impaired or affected in any way as a result of: (1) Secured Party's failure to collect or realize upon any assets of any other Debtor or any collateral or any part thereof, if any, which Secured Party may have as security for payment of any and all obligations of any Debtor; (2) any delay in exercising any rights that Secured Party may have hereunder or otherwise against any Debtor or any prior parties or to keep the Collateral identifiable; or (3) any failure to comply with recording, re-recording, filing or re-filing or other legal requirements necessary in order to establish or maintain the validity, priority or enforceability of any of Secured Party's liens, claims or rights in and to any Collateral or any other collateral or any part thereof.
d. Each Debtor authorizes the Secured Party without notice or demand, and without effecting any Debtor's liability hereunder, from time to time to:
1) Extend new or additional credit to any other Debtor, or renew, extend, amend, modify, compromise, settle, release or otherwise change the time of payment of, or otherwise change any or all of the terms of, any Debtor's obligations to the Secured Party or any part thereof, including any collateral securing payment of the same, if any; and specifically including, without limitation, any increase or decrease in the amount of interest thereon.
2) Accept partial payments on any such obligations, or accept new, substitute or additional documents, instruments or agreements relative to any such obligations;
3) Take and hold collateral or guarantees for the payment of such obligation, and release, amend, alter, exchange, substitute, transfer, enforce, waive, subordinate, terminate, modify, release or otherwise deal with in any manner, all or any part of any collateral or guarantees;
4) Apply any collateral and direct the order or manner of sale thereof as Secured Party may in its sole discretion determine;
5) Release or substitute any one or more guarantors, if any, without affecting the obligations of any Debtor hereunder;
6) Settle, release on terms satisfactory to the Secured Party, or by operation of law or otherwise, compound, compromise, collect or otherwise liquidate any of any Debtors obligations to the Secured Party and/or collateral thereon in any manner, consent to the transfer of collateral and bid on and purchase collateral at any sale without affecting or impairing the obligations of Debtor hereunder; and
7) Modify, terminate or change any provision of any note, security agreement or other document or instrument relating to any indebtedness secured hereby or securing or relating to any such indebtedness or any collateral thereon; release or modify any of Debtor's obligations or indebtedness; accept partial payments or payments after default of any of the indebtedness secured hereby; or fail or refuse to collect or attempt to collect any of the indebtedness secured hereby from any of the Debtors or any other person liable thereon.

EVENTS OF DEFAULT

- Each Debtor shall be in default under the terms of this agreement upon the happening of any one or more of the following events:
1. Default in the payment or performance of any obligation, covenant or undertaking contained or referred to in this agreement, in any promissory note or other obligations secured hereby, or any other obligations of any Debtor to the Secured Party or to the holder thereof.
2. Loss, theft, damage, destruction, or in the opinion of Secured Party, danger of misuse or confiscation of, Collateral, sale of or encumbrance to the Collateral, or the existence or threat of levy, seizure or attachment of the Collateral.
3. Death, dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, commencement of any bankruptcy or insolvency proceedings of or by or against any Debtor or any guarantor or surety for any Debtor.
4. The making or furnishing to Secured Party by any Debtor or anyone on behalf of any Debtor of any warranty, representation or statement which is false in any material respect.
5. The determination by Secured Party or the holder hereof at any time that Secured Party or the holder hereof is insecure with respect to any obligation contained or referred to in this agreement or in any promissory note or notes secured hereby or any other obligations of any Debtor to the Secured Party or to the holder hereof.
6. Failure to comply in all material respects with any Environmental Regulation or any federal, state or local law, statute, code, ordinance, regulation, requirements or rules relating to Hazardous Material which would subject an owner or holder of the Collateral to any damages, penalties or liabilities.

RIGHTS AND REMEDIES OF SECURED PARTY

- 1. Secured Party may assign this agreement and upon such assignment, the assignee shall be entitled to all rights and remedies of Secured Party hereunder. Upon assignment the Debtor will be deemed to have agreed to release its claim against Secured Party against any assignee of this agreement.
2. Upon default, or at any time hereafter, Secured Party, may, without notice, declare all obligations owed or secured hereunder immediately due and payable and shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code of the state in which Secured Party's office is located, and any other applicable laws. Upon occurrence of an Event of Default, Secured Party may require the Debtor to assemble and make Collateral available to Secured Party at a place to be designated by Secured Party, or in the event Debtor fails or refuses so to do, Secured Party shall have the right, and Debtor hereby authorizes and empowers Secured Party, to enter upon the premises wherever the Collateral may be in order to take possession of said Collateral, assemble and remove the same. Reasonable notice of time and place of any public sale of the Collateral or of the time after which private sale thereof is to be made shall be given to Debtor by Secured Party by mailing notice thereof, postage prepaid, to the address of the Debtor as stated in this agreement at least five days prior to the date of sale or disposition, and Debtor agrees that such notice so given shall constitute reasonable notice.
3. After default the Secured Party may sell, lease or otherwise dispose of any or all of the property and apply the proceeds of disposition in accordance with the Uniform Commercial Code of the state in which Secured Party's office, identified above, is located.
4. ADDITIONAL TERMS:

which remains in effect for twenty (20) business days after the Secured Party has provided the Debtor written notice of such default;

To the full extent, if any, permitted by applicable law, Debtor agrees to pay, and to indemnify Secured Party from and against, all costs, claims, liabilities, penalties, fines, judgments, damages and expenses, (including reasonable attorneys' fees incurred by Secured Party (i) in enforcing rights with respect to or realizing upon any Collateral, or (ii) as a result of or in connection with, directly or indirectly, the existence of any Hazardous material upon or emanating from the Collateral (including abatement and cleanup costs and any fines imposed by reason thereof); provided, however, that such costs and attorneys' fees shall not include any charges of a salaried employee of the Secured Party and shall not include the recovery of both attorneys' fees and collection agency fees. Debtor further agrees that the proceeds of any disposition of the Collateral may be applied toward all of the foregoing.

The interpretation of this agreement and the rights and remedies of the parties hereto shall be governed by the laws of the state in which Secured Party's office identified above is located. All Rights of Secured Party hereunder shall inure to the benefit of its successors and assigns and all obligations of Debtor shall bind Debtor's heirs, executors, administrators, successors or assigns.

Borrower: VARTIC TELECOM, INC.
By: [Signature]
Title: EVP/CFO

Borrower:
By:
Title:

Borrower:
By: [Signature]
Title: President

Borrower:
By:
Title:

Borrower:
By:
Title:

Borrower:
By:
Title:

Borrower:
By:
Title:

Borrower:
By:
Title:

Secured Party: USIB BANK, INC.
By: [Signature]
Title:

EXHIBIT A

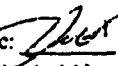
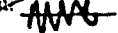
DMS 500 Voice and Data Model

EQUIPMENT DESCRIPTION

1627 Penn Ave., 10th Floor Pittsburgh, PA.

- One (1) DPCC equipped with SLM III and SN70EM plus three (3) 96 meg memory cards per side.
- A 128k ENET consisting of two (2) ENC cabinets.
- One (1) LIM frame with four (4) V.35 LIUs.
- One (1) SDM (and its own VDU) equipped with (8) gigabytes of mirrored space, loaded with base, billing and file transfer software (PLAT0005, ENTA0001, ATA00001, SBM0001 AND CNC00002).
- Software, DMS 500 version NCS 12.
- One (1) PDC fused at 400 amps.
- Three (3) ISME frames equipped with one (1) AXU, two (2) TM8 shelves and nine (9) MTM shelves. Appropriate service circuit cards to be mounted on these shelves including seven (7) NT0x10AA 14 circuit scan point cards, six (6) NT1X81 30 port conference cards, ten (10) NT1X80AA EDRAM cards (6 will be loaded with basic prerecorded messages), three (3) IOM one (1) DDU and one (1) DAT.
- Two (2) MIS frames equipped as follows:
 - MIS 00 one (1) standard FSP, two (2) inverters, three (3) common equipment shelves, two (2) RM4200 4212 standalone modems and four (4) GDC standalone modems
 - MIS 01 one (1) standard FSP and two (2) inverters.
- Three (3) DTEI frames designated DTEI 00-02 equipped with three (3) DTC's and one (1) DTCI. Each DTC/DTCI will be fully configured with twenty (20) DSI's (480 ports.channels).

| <u>Frame</u> | <u>MOD 0</u> | <u>MOD 1</u> |
|--------------|--------------|-----------------|
| DTEI 00 | DTC 00 | DTC 01 |
| DTEI 01 | DTC 02 | DTC 03 (future) |
| DTEI 02 | DTCI 00 | DTC 01 (future) |
- One (1) MVIE frame equipped with two (2) SMA's, each equipped with twenty (20) DSI's and no D channel handlers.
- A 4000 amp power plant equipped with five (5) 200 amp 480 volt rectifiers.
- One (1) string of 24 GNB 100A87 batteries configured in 6 stacks of 4 cells which will provide 8 hours of backup for initial switch configuration.
- Two (2) HELIOS distribution bays (HDB's) each equipped with two (2) "A" feed and two (2) "B" feed breaker panels. In addition to the breakers required for data equipment, six (6) spare breakers in the following amperages will be provided: 10 amp, 20, amp, 30 amp, 40 amp, 50 amp.

VarTec: 
Prism: 

- One (1) 4 vertical, 7 foot single sided MDF (Siecor part # 689 2212 103) equipped with sixteen (16) 8 X 32 wire wrapped blocks (Siecor part # 130 N0128W001)
- Five (5) 23" gray relay racks (Newton part # 4011B7) equipped as follows. (Hendry fuse panel part # is OFGMT225RW; Newton horizontal cable tray part # is 4137-2; ADC DS1 DSX panel part # is D1M-1A0019):
 - Relay rack #1: equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays, four (4) 84 jack front cross DS1 DSX panels (one (1) for CEM DS1 terminations, two (2) for DTC/DTCI terminations and one (1) for SMA terminations).
 - Relay rack #2 equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays and four (4) DS1 DSX panels to mirror the panels in relay rack #1.
 - Relay rack #3 equipped with one (1) Hendry fuse panel, and one (1) DSX4U rear cross connect DS3 DSX chassis equipped with DSX4U W00C modules (standard size jacks).
 - Relay rack #4 equipped with one (1) Hendry fuse panel, one (1) Datum series 21 CDMA Primary reference Source (PRS); one (1) Datum 3800 Timing Signal Generator (TSG) equipped with one (1) Stratum 2 Rubidium oscillator, one (1) Stratum 3E oscillator twenty (20) redundant DS1 outputs and one (1) timing cross connect V.35 patch panel; and two (2) DE4 channel banks.
 - Relay rack #5: 24 line ANX VM equipped with twenty-four (24) NTN502AA Epsilon cards to provide voice service to the host.
- MAP equipment consisting of the following: two (2) corner counter sections, three (3) straight counter sections, two (2) book shelves, two (2) brown chairs, two (2) RTIF terminals, two (2) MAP VDUs and one (1) MAP printer with stand.
- Miscellaneous equipment: Four (4) 26" to 23" full frame adapter brackets, and appropriate mounting hardware.
- Five (5) NEBS 2000 type bays equipped and furnished as follows:
 - Frame #1: One (1) Passport 8250 equipped with two (2) control processors, one (1) 2 port OC3 multi-mode card and one (1) 16 port CEM card: and one Passport 7480 equipped with two (2) control processors, one (1) 4 port DS1 frame relay card, two (2) 3 port OC3 multi-mode cards and two (2) 3 port DS3 cards.
 - Frame #2: Accelar 1100 router switch and ACN 500 router.
 - Frame #3: Base Frame (Empty).
 - Frame #4: Base Frame (Empty).
 - Frame #5: Two (2) CVX 1800 solution (frame and CVX to be provided per the DMS500 Optional data models).
- A set of XEMS software.

- One set of spares for all host equipment.
- 5500 Titan DXC
- 530 Dxc
- 531 Dxc
- Two (2)ADC Fiber Distribution Panels
- All associated user documentation associated with the hardware, software and other items as contained within this list and associated with the purchase of the hardware/software described above.
- Vartec acknowledges that it will obtain no title to the software which is included in the Equipment and that the software remains the property of the owner of such software. A license from the owner will be required and it is Vartec's responsibility to obtain any required license before using the software. Notwithstanding the foregoing, Prism has the right to transfer the DMS software to Vartec and Vartec has the right to use the DMS software pursuant to the applicable license agreement.

- One (1) 4 vertical, 7 foot single sided MDF (Siecor part # 689 2212 103) equipped with sixteen (16) 8 X 32 wire wrapped blocks (Siecor part # 130 N0128W001)
- Five (5) 23" gray relay racks (Newton part # 4011B7) equipped as follows. (Hendry fuse panel part # is OFGMT225RW; Newton horizontal cable tray part # is 4137-2; ADC DS1 DSX panel part # is D1M-1A0019):
 - Relay rack #1: equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays, four (4) 84 jack front cross DS1 DSX panels (one (1) for CEM DS1 terminations, two (2) for DTC/DTCI terminations and one (1) for SMA terminations).
 - Relay rack #2 equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays and four (4) DS1 DSX panels to mirror the panels in relay rack #1.
 - Relay rack #3 equipped with one (1) Hendry fuse panel, and one (1) DSX4U rear cross connect DS3 DSX chassis equipped with DSX4U W00C modules (standard size jacks).
 - Relay rack #4 equipped with one (1) Hendry fuse panel, one (1) Datum series 21 CDMA Primary reference Source (PRS); one (1) Datum 3800 Timing Signal Generator (TSG) equipped with one (1) Stratum 2 Rubidium oscillator, one (1) Stratum 3E oscillator twenty (20) redundant DS1 outputs and one (1) timing cross connect V.35 patch panel; and two (2) DE4 channel banks.
 - Relay rack #5: 24 line ANX VM equipped with twenty-four (24) NTN502AA Epsilon cards to provide voice service to the host.
- MAP equipment consisting of the following: two (2) corner counter sections, three (3) straight counter sections, two (2) book shelves, two (2) brown chairs, two (2) RTIF terminals, two (2) MAP VDUs and one (1) MAP printer with stand.
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 - Frame #2: Accelar 1100 router switch and ACN 500 router.
 - Frame #3: Base Frame (Empty).
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- A set of XEMS software.

EXHIBIT A

DMS 500 Voice and Data Model
EQUIPMENT DESCRIPTION
2308 6th Ave. Seattle, WA.

- One (1) DPCC equipped with SLM III and SN70EM plus three (3) 96 meg memory cards per side.
- A 128k ENET consisting of two (2) ENC cabinets.
- One (1) LIM frame with four (4) V.35 LIUs.
- One (1) SDM (and its own VDU) equipped with (8) gigabytes of mirrored space, loaded with base, billing and file transfer software (PLAT0005, ENTA0001, ATA00001, SBM0001 AND CNC00002).
- Software, DMS 500 version NCS 12.
- One (1) PDC fused at 400 amps.
- Three (3) ISME frames equipped with one (1) AXU, two (2) TM8 shelves and nine (9) MTM shelves. Appropriate service circuit cards to be mounted on these shelves including seven (7) NT0x10AA 14 circuit scan point cards, six (6) NT1X81 30 port conference cards, ten (10) NT1X80AA EDRAM cards (6 will be loaded with basic prerecorded messages), three (3) IOM one (1) DDU and one (1) DAT.
- Two (2) MIS frames equipped as follows:
 - MIS 00 one (1) standard FSP, two (2) inverters, three (3) common equipment shelves, two (2) RM4200 4212 standalone modems and four (4) GDC standalone modems
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| <u>Frame</u> | <u>MOD 0</u> | <u>MOD 1</u> |
|--------------|--------------|-----------------|
| DTEI 00 | DTC 00 | DTC 01 |
| DTEI 01 | DTC 02 | DTC 03 (future) |
| DTEI 02 | DTCI 00 | DTC 01 (future) |
- One (1) MVIE frame equipped with two (2) SMA's, each equipped with twenty (20) DS1's and no D channel handlers.
- A 4000 amp power plant equipped with five (5) 200 amp 480 volt rectifiers.
- One (1) string of 24 GNB 100A87 batteries configured in 6 stacks of 4 cells which will provide 8 hours of backup for initial switch configuration.
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- One set of spares for all host equipment.
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 - Relay rack #1: equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays, four (4) 84 jack front cross DS1 DSX panels (one (1) for CEM DS1 terminations, two (2) for DTC/DTCI terminations and one (1) for SMA terminations).
 - Relay rack #2 equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays and four (4) DS1 DSX panels to mirror the panels in relay rack #1.
 - Relay rack #3 equipped with one (1) Hendry fuse panel, and one (1) DSX4U rear cross connect DS3 DSX chassis equipped with DSX4U W00C modules (standard size jacks).
 - Relay rack #4 equipped with one (1) Hendry fuse panel, one (1) Datum series 21 CDMA Primary reference Source (PRS); one (1) Datum 3800 Timing Signal Generator (TSG) equipped with one (1) Stratum 2 Rubidium oscillator, one (1) Stratum 3E oscillator twenty (20) redundant DS1 outputs and one (1) timing cross connect V.35 patch panel; and two (2) DE4 channel banks.
 - Relay rack #5: 24 line ANX VM equipped with twenty-four (24) NTN502AA Epsilon cards to provide voice service to the host.
- MAP equipment consisting of the following: two (2) corner counter sections, three (3) straight counter sections, two (2) book shelves, two (2) brown chairs, two (2) RTIF terminals, two (2) MAP VDUs and one (1) MAP printer with stand.
- Miscellaneous equipment: Four (4) 26" to 23" full frame adapter brackets, and appropriate mounting hardware.
- Five (5) NEBS 2000 type bays equipped and furnished as follows:
 - Frame #1: One (1) Passport 8250 equipped with two (2) control processors, one (1) 2 port OC3 multi-mode card and one (1) 16 port CEM card; and one Passport 7480 equipped with two (2) control processors, one (1) 4 port DS1 frame relay card, two (2) 3 port OC3 multi-mode cards and two (2) 3 port DS3 cards.
 - Frame #2: Accelar 1100 router switch and ACN 500 router.
 - Frame #3: Base Frame (Empty).
 - Frame #4: Base Frame (Empty).
 - Frame #5: Two (2) CVX 1800 solution (frame and CVX to be provided per the DMS500 Optional data models).
- A set of XEMS software.

EXHIBIT A

DMS 500 Voice and Data Model
EQUIPMENT DESCRIPTION

7126 S. Tucson Way, First Floor, Englewood, CO 80111

- One (1) DPCC equipped with SLM III and SN70EM plus three (3) 96 meg memory cards per side.
- A 128k ENET consisting of two (2) ENC cabinets.
- One (1) LIM frame with four (4) V.35 LIUs.
- One (1) SDM (and its own VDU) equipped with (8) gigabytes of mirrored space, loaded with base, billing and file transfer software (PLAT0005, ENTA0001, ATA00001, SBM0001 AND CNC00002).
- Software, DMS 500 version NCS 12.
- One (1) PDC fused at 400 amps.
- Three (3) ISME frames equipped with one (1) AXU, two (2) TM8 shelves and nine (9) MTM shelves. Appropriate service circuit cards to be mounted on these shelves including seven (7) NT0x10AA 14 circuit scan point cards, six (6) NT1X81 30 port conference cards, ten (10) NT1X80AA EDRAM cards (6 will be loaded with basic prerecorded messages), three (3) IOM one (1) DDU and one (1) DAT.
- Two (2) MIS frames equipped as follows:
 - MIS 00 one (1) standard FSP, two (2) inverters, three (3) common equipment shelves, two (2) RM4200 4212 standalone modems and four (4) GDC standalone modems
 - MIS 01 one (1) standard FSP and two (2) inverters.
- Three (3) DTEI frames designated DTEI 00-02 equipped with three (3) DTC's and one (1) DTCI. Each DTC/DTCI will be fully configured with twenty (20) DS1's (480 ports.channels).

| <u>Frame</u> | <u>MOD 0</u> | <u>MOD 1</u> |
|--------------|--------------|-----------------|
| DTEI 00 | DTC 00 | DTC 01 |
| DTEI 01 | DTC 02 | DTC 03 (future) |
| DTEI 02 | DTCI 00 | DTC 01 (future) |
- One (1) MVIE frame equipped with two (2) SMA's, each equipped with twenty (20) DS1's and no D channel handlers.
- A 4000 amp power plant equipped with five (5) 200 amp 480 volt rectifiers.
- One (1) string of 24 GNB 100A87 batteries configured in 6 stacks of 4 cells which will provide 8 hours of backup for initial switch configuration.
- Two (2) HELIOS distribution bays (HDB's) each equipped with two (2) "A" feed and two (2) "B" feed breaker panels. In addition to the breakers required for data equipment, six (6) spare breakers in the following amperages will be provided: 10 amp, 20, amp, 30 amp, 40 amp, 50 amp.

- One set of spares for all host equipment.
- 5500 Titan DXC
- 530 Dxc
- 531 Dxc
- Two (2)ADC Fiber Distribution Panels
- All associated user documentation associated with the hardware, software and other items as contained within this list and associated with the purchase of the hardware/software described above.
- Vartec acknowledges that it will obtain no title to the software which is included in the Equipment and that the software remains the property of the owner of such software. A license from the owner will be required and it is Vartec's responsibility to obtain any required license before using the software. Notwithstanding the foregoing, Prism has the right to transfer the DMS software to Vartec and Vartec has the right to use the DMS software pursuant to the applicable license agreement.

- Relay rack #3 equipped with one (1) Hendry fuse panel, and one (1) DSX4U rear cross connect DS3 DSX chassis equipped with DSX4U W00C modules (standard size jacks).
- Relay rack #4 equipped with one (1) Hendry fuse panel, one (1) Datum series 21 CDMA Primary reference Source (PRS); one (1) Datum 3800 Timing Signal Generator (TSG) equipped with one (1) Stratum 2 Rubidium oscillator, one (1) Stratum 3E oscillator twenty (20) redundant DS1 outputs and one (1) timing cross connect V.35 patch panel; and two (2) DE4 channel banks.
- Relay rack #5: 24 line ANX VM equipped with twenty-four (24) NTN502AA Epsilon cards to provide voice service to the host.
- MAP equipment consisting of the following: two (2) corner counter sections, three (3) straight counter sections, two (2) book shelves, two (2) brown chairs, two (2) RTIF terminals, two (2) MAP VDUs and one (1) MAP printer with stand.
- Miscellaneous equipment: Four (4) 26" to 23" full frame adapter brackets, and appropriate mounting hardware.
- Five (5) NEBS 2000 type bays equipped and furnished as follows:
 - Frame #1: One (1) Passport 8250 equipped with two (2) control processors, one (1) 2 port OC3 multi-mode card and one (1) 16 port CEM card; and one Passport 7480 equipped with two (2) control processors, one (1) 4 port DS1 frame relay card, two (2) 3 port OC3 multi-mode cards and two (2) 3 port DS3 cards.
 - Frame #2: Accelar 1100 router switch and ACN 500 router.
 - Frame #3: Base Frame (Empty).
 - Frame #4: Base Frame (Empty).
 - Frame #5: Two (2) CVX 1800 solution (frame and CVX to be provided per the DMS500 Optional data models).
- A set of XEMS software.
- One set of spares for all host equipment.
- 5500 Titan DXC
- 530 Dxc
- 531 Dxc
- Two (2)ADC Fiber Distribution Panels
- All associated user documentation associated with the hardware, software and other items as contained within this list and associated with the purchase of the hardware/software described above.
- Vartec acknowledges that it will obtain no title to the software which is included in the Equipment and that the software remains the property of the owner of such software. A license from the owner will be required and it is Vartec's responsibility to obtain any required license before using the software. Notwithstanding the foregoing, Prism has the right to transfer the DMS software to Vartec and Vartec has the right to use the DMS software pursuant to the applicable license agreement.

EXHIBIT A

DMS 500 Voice and Data Model EQUIPMENT DESCRIPTION 1291 Post Oak Dr. Houston, TX.

- One (1) DPCC equipped with SLM III and SN70EM plus three (3) 96 meg memory cards per side.
- A 128k ENET consisting of two (2) ENC cabinets.
- One (1) LIM frame with four (4) V.35 LIUs.
- One (1) SDM (and its own VDU) equipped with (8) gigabytes of mirrored space, loaded with base, billing and file transfer software (PLAT0005, ENTA0001, ATA00001, SBM0001 AND CNC00002).
- Software, DMS 500 version NCS 12.
- One (1) PDC fused at 400 amps.
- Three (3) ISME frames equipped with one (1) AXU, two (2) TM8 shelves and nine (9) MTM shelves. Appropriate service circuit cards to be mounted on these shelves including seven (7) NT0x10AA 14 circuit scan point cards, six (6) NT1X81 30 port conference cards, ten (10) NT1X80AA EDRAM cards (6 will be loaded with basic prerecorded messages), three (3) IOM one (1) DDU and one (1) DAT.
- Two (2) MIS frames equipped as follows:
 - MIS 00 one (1) standard FSP, two (2) inverters, three (3) common equipment shelves, two (2) RM4200 4212 standalone modems and four (4) GDC standalone modems
 - MIS 01 one (1) standard FSP and two (2) inverters.
- Three (3) DTEI frames designated DTEI 00-02 equipped with three (3) DTC's and one (1) DTCl. Each DTC/DTCI will be fully configured with twenty (20) DS1's (480 ports.channels).

| Frame | MOD 0 | MOD 1 |
|---------|---------|-----------------|
| DTEI 00 | DTC 00 | DTC 01 |
| DTEI 01 | DTC 02 | DTC 03 (future) |
| DTEI 02 | DTCI 00 | DTC 01 (future) |
- One (1) MVIE frame equipped with two (2) SMA's, each equipped with twenty (20) DS1's and no D channel handlers.
- A 4000 amp power plant equipped with five (5) 200 amp 480 volt rectifiers.
- One (1) string of 24 GNB 100A87 batteries configured in 6 stacks of 4 cells which will provide 8 hours of backup for initial switch configuration.
- Two (2) HELIOS distribution bays (HDB's) each equipped with two (2) "A" feed and two (2) "B" feed breaker panels. In addition to the breakers required for data equipment, six (6) spare breakers in the following amperages will be provided: 10 amp, 20, amp, 30 amp, 40 amp, 50 amp.
- One (1) 4 vertical, 7 foot single sided MDF (Siecor part # 689 2212 103) equipped with sixteen (16) 8 X 32 wire wrapped blocks (Siecor part # 130 N0128W001)
- Five (5) 23" gray relay racks (Newton part # 4011B7) equipped as follows. (Hendry fuse panel part # is OFGMT225RW; Newton horizontal cable tray part # is 4137-2; ADC DS1 DSX panel part # is D1M-1A0019):
 - Relay rack #1: equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays, four (4) 84 jack front cross DS1 DSX panels (one (1) for CEM DS1 terminations, two (2) for DTC/DTCI terminations and one (1) for SMA terminations).
 - Relay rack #2 equipped with one (1) Hendry fuse panel, two (2) horizontal cable trays and four (4) DS1 DSX panels to mirror the panels in relay rack #1.