UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

PROOF OF CLAIM

THIS SPACE IS FOR COURT USE ONLY

Debtor: VarTec Telecom, Inc

Case Number: 04-81694

NOTE See Reverse for List of Debtors and Case Numbers

This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U S C § 503

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ Check box if you have never received any notices from the bankruptcy court in this case

☐ Check box if this address differs from the address on the envelope sent to you by the court.

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again

Name of Creditor and Address

08311341010723

United Missouri Bank (Correct name is UMB Bank, n a)
1010 Grand Blvd
Kansas City, MO 64106-2202

Creditor Telephone Number ( ) (816)860-7935

Creditor Federal Tax ID	Account Or Other Number By Which Creditor Identifies Debtor	Check here if this claim
44-0194180	Loan acct# 0019268	☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☒ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (describe briefly) Letters of credit
☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries, and compensation (Fill out below)
Last four digits of SS # _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED August 2, 2001

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

$ _____ (unsecured)	$ 3,575,919 25 (secured)	$ _____ (unsecured priority)	$ 3,575,919 25 (Total) (see attached schedule)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☒ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate ☐ Motor Vehicle
☒ Other Equipment, certificates of deposit, U S Treas Securities

Value of Collateral $ greater than claim

Amount of arrearage and other charges at time case filed included in secured claim if any $ 7,327 21 letter of credit fees

6 UNSECURED NONPRIORITY CLAIM $ _____

☐ Check this box if a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it or if c) none or only part of your claim is entitled to priority

7 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $ _____

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 925)* earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U S C § 507(a)(3)

☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)

☐ Up to $2 225* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U S C § 507(a)(6)

☐ Alimony maintenance or support owed to a spouse former spouse or child -11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units - 11 U S C § 507(a)(8)

☐ Other - Specify applicable paragraph of 11 U S C § 507(a) (____)

** Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment*

8 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

9 SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous, attach a summary

10 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed, stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5 00 pm on March 14, 2005 for all creditors except Governmental Units For a governmental unit One hundred eighty (180) days after date relief ordered

BY MAIL TO
VarTec Telecom Inc
c/o BMC Group
PO Box 1011
El Segundo CA 90245-1011

BY HAND OR OVERNIGHT DELIVERY TO
VarTec Telecom Inc
c/o BMC Group (Telephone 888/909-0100)
1330 East Franklin Ave
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED
MAR 02 2005
BMC

Vartec Telecom Inc
01759

DATE SIGNED 2/28/05

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) UMB Bank, n a Dave Proffitt SrVP

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

Loan Balance as of 11/1/04

VARTEC TELECOM INC
2440 MARSH LN
CARROLLTON TX 75006

ACCR RT 1 5 00000
IDX CD 1 MBM
REL 1 IDX REL 1 0000000

ZIP CD 75006

Collateral Equipment

OUTSTANDINGS SECTION

ORG AMT	8,000,000	00
LN BAL	1,336,092	04
INT BAL		00
OUR PART AMT	1,336,092	04
PART SOLD AMT		00
AVAIL AMT		00
LC UNPD		00

CUSTOMER 0019268 LOAN 9001

Letters of Credit Outstanding as of 11/1/04

	Amount			Collateral
VarTec Telecom, Inc	$350,000 00	SB	insurance obligation	certificate of deposit
VarTec Telecom, Inc	$62,500 00	SB	lease obligation	certificate of deposit
VarTec Telecom, Inc	$420,000 00	SB	insurance obligation	certificate of deposit
VarTec Telecom, Inc	$400,000 00	SB	insurance obligation	certificate of deposit
VarTec Telecom, Inc	$1,000,000 00	SB	insurance obligation	securities
VarTec Telecom, Inc	$7,327 21			

Outstanding fee for letter of credit (attached)

UMB BANK
International Department
1010 Grand Boulevard
P O Box 419226
Kansas City, Missouri 64141-6226
(816) 860 7000
fax (816) 860-4858
Swift Address "UMKCUS44"
telex 6875032 UMNBK UW

Letter of Credit Fee Billing

To: VarTec Telecom, Inc.
1600 Viceroy Drive
Dallas, Texas 75235

Fees Under Letter of Credit SB10924 Seq No. 043430

Issue Charge	100.00
Commissions Charge	5,069.44
Courier Charge	15.00
Total Charge	$5,184.44
Payment Due Date	11/07/04

Comm: $1,000,000.00 @ 1/2% for period
10/7/04 - 10/7/05 (360 day basis).

Thank you for your prompt attention to this billing.

Please return this billing statement to the above address,
ATTN: International Department, to assure proper credit
to your account.

UMB BANK
International Department
1010 Grand Boulevard
P O Box 419226
Kansas City, Missouri 64141 6226
(816) 860 7000
fax (816) 860-4858
Swift Address "UMKCUS44"
telex 6875032 UMNBK UW

Letter of Credit Fee Billing

To: VarTec Telecom, Inc.
1600 Viceroy Drive
Dallas, Texas 75235

Fees Under Letter of Credit SB10923 Seq No. 043171

Issue Charge	100.00
Commissions Charge	2,027.77
Courier Charge	15.00
Total Charge	$2,142.77
Payment Due Date	10/20/04

Comm: $400,000.00 @ .005 for period 9/20/04 thru 9/20/05 (360 day basis).

Thank you for your prompt attention to this billing.

Please return this billing statement to the above address, ATTN: International Department, to assure proper credit to your account.

UMB BANK
"LENDER"

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 2020973 (R 6/93) All States

UMB PROMISSORY NOTE

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/CREDIT LIMIT	FUNDING DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
DMP/TT	7.500%	$8,000,000.00	07/01/01 ~~04/27/01~~	07/01/05 ~~04/27/05~~	0019208	9001

NR

FOR VALUE RECEIVED, the undersigned Borrower (the "Undersigned" means each maker and each endorser and if more than one, each shall be jointly and severally liable hereunder) promises to pay to the order of Lender, at the offices set forth above or at such other place as the holder hereof may from time to time designate in writing, the principal amount of EIGHT MILLION AND NO/100 DOLLARS ($ 8,000,000.00) in lawful money of the United States of America, together with interest thereon from date until Maturity (as herein defined) at the rate (the "Loan Interest Rate") indicated below:

Periodic Variable Rate. From the Date hereof until the first Adjustment Date (as herein defined) the Loan Interest Rate shall be SEVEN AND 500/1000 percent (~~7.500~~ 7.25 %) per annum. On each Adjustment Date hereafter, the Loan Interest Rate shall be adjusted to a rate equal to NO/1000 percentage points (0.000 %) ~~_____~~ the Index Rate (as herein defined) in effect as of such date. The term "Adjustment Date" shall mean ~~July 1, 2001~~ July 2nd, 2001, and the 1ST day of each Month thereafter. The Lender's Index Rate for this Note shall be defined as ~~_____~~ UMB BANK, n.a. PRIME RATE ~~or successor~~.

The term "Maturity" shall mean ~~JULY 1st~~ July 1st, 2005, or any earlier date on which payment hereunder is due pursuant to any demand or acceleration rights provided in this Note. The term "Index Rate", if applicable to this Note, shall mean that rate of interest per annum determined from time to time by Lender as its base or index rate for loans to commercial borrowers. Such base or index rate does not necessarily reflect the rate that Lender charges its best or most creditworthy customers. If the Lender is precluded by law or otherwise from using the above base or index rate, the term "Index Rate" shall mean that substitute index rate selected by Lender in place of its base or index rate, which substitute index rate shall be comparable to Lender's base or index rate provided for herein.

Interest hereunder shall be computed on the basis of days elapsed and assuming a 360-day year. Each payment received shall be applied first to accrued interest, and then to a reduction of the principal sum and any expense or other sums owed under this Note, or in any other order as determined by Lender in Lender's sole discretion and as permitted by law. Any sum remaining unpaid after Maturity shall thereafter bear interest at a rate (the "Default Interest Rate") which shall be at all times TWO AND NO/1000 percentage points (2.000 %) in excess of the Loan Interest Rate (adjusted, if applicable, as provided above) that would have been applicable but for such Maturity. If not paid at Maturity, interest thereafter shall be compounded monthly.

The Principal and interest accruing thereon shall be payable ON DEMAND, but if no demand is made, shall be payable as indicated below:

Periodic Accrued Interest and Principal Installments. Accrued interest shall be payable in 48 successive MONTHLY installments commencing on ~~July 1st~~ August 1st, 2001, and thereafter on the 1ST day of each MONTH. Principal shall be payable in 48 successive MONTHLY installments commencing on ~~July 1st~~ September 1st, 2001, and thereafter on the 1ST day of each MONTH. The first 47 installments of principal shall each be in the amount of $ 166,666.67.

Borrower may pay this Note in full at any time prior to the Maturity Date without incurring any pre-payment liability hereunder.

In all events the undersigned shall pay at Maturity the full amount of the then-remaining principal, accrued interest and any and all other amounts then owing by reason of this Note and any other agreement now or hereafter given in connection with or as security for this Note.

Notwithstanding anything contained herein to the contrary, in no event shall interest accrue under this Note, before or after Maturity, at a rate in excess of the highest rate permitted by applicable law, and if interest (including any charge or fee held to be interest by a court of competent jurisdiction) in excess thereof shall be paid, then the excess shall constitute a payment of, and be applied to, the principal balance hereof, or at Lender's option, shall be repaid to the undersigned.

The undersigned warrants and represents that all proceeds of the loan evidenced by this Note are to be used solely for business or agricultural purposes and not for personal, family or household purposes. No collateral security securing this Note will be sold unless Lender is first notified and approves in writing of such sale.

As security for payment of all amounts due under this Note and all renewals and extensions hereof, and for the payment of all other present or future indebtedness and obligations to the Lender of any party liable hereon, however and whenever created, arising or evidenced, direct or indirect, contingent, secured, unsecured, matured or not yet due, the undersigned pledges and grants to Lender a lien and security interest in all indebtedness of Lender to any of the undersigned, including (without limitation) any moneys, credit balances or deposits (general or special) due from or standing on deposit with the Lender, which belongs to, is in the name of, or is subject to withdrawal by, any party liable hereon, whether now existing or hereafter arising or deposited, and in all items, moneys, instruments, certificates of deposit, securities and other personal property of or in the name of any of the undersigned now or hereafter in the possession or control of, or in transit to, the Lender for any purpose and in any capacity (but excluding however from the foregoing any accounts or deposits held in or by any trust qualified under sections 401(a) or 408 of the Internal Revenue Code of 1986), including all proceeds and products thereof and all accessions and accruals thereto and all dividends, rights, payments, shares and property received in respect thereto, the undersigned further agreeing that the aforesaid indebtedness (if any) of Lender to any of the undersigned may, at any time that all or any part of the Note remains unpaid (whether before or after Maturity), be held or applied to the payment of the Note by the holder hereof. Nothing herein shall in any way limit any of Lender's rights of setoff. This Note ~~may also be secured by other collateral in which the undersigned or others may have granted a security interest or lien to Lender, including, without limitation,~~ the following. ~~IS SECURED BY~~ EQUIPMENT AS FURTHER DESCRIBED IN SECURITY AGREEMENTS AND COLLATERAL LEASE ASSIGNMENTS.

Related solely

All security interests and liens granted to the Lender by the undersigned, together with all other provisions relating thereto, shall be deemed a continuing agreement and shall continue in full force and effect ~~(and Lender may retain any and all of the aforesaid collateral security and proceeds thereof, irrespective of the payment in full of the indebtedness evidenced by this Note)~~ until all indebtedness secured thereby has been repaid and performed in full. It is intended that the above security interests and liens secure all of each of the undersigned's existing ~~and future~~ indebtedness to Lender of all types and nature, ~~including indebtedness unrelated or dissimilar~~ to the indebtedness evidenced by this Note. If this Note is secured by mortgage(s) or deed(s) of trust, such mortgage(s) or deed(s) of trust is dated _____ and is a lien on real property described therein, located in the State of _____ and, if previously recorded, recorded as Document Number _____ in _____, with the _____ of Deeds of _____ County _____. The undersigned agrees to give to Lender upon Lender's request, from time to time, such other and further security as Lender in its sole discretion, may deem necessary or appropriate, such additional security to become collateral security for this Note under the provisions hereof.

Presentment, demand, notice of nonpayment, dishonor, protest, notice of protest, notice of dishonor or default, and any and all lack of diligence and suit are hereby waived by all parties liable hereon. The undersigned and each endorser, guarantor, surety or other person who may now or hereafter be liable for the payment of this Note, by executing, endorsing, guaranteeing or assuming this Note, jointly and severally consent and agree to all of the terms and conditions herein, and without limitation of the foregoing and without affecting their liabilities hereunder or under any other document or instrument, agree and consent without further notice to (i) all renewals, deferrals, extensions, ~~and modifications hereof~~, (ii) the impairment, alteration, compromise, acceleration, extension or change in the time or manner of the payment of any of the undersigned's indebtedness to Lender, (iii) the impairment, substitution, exchange or release at any time of all or any part of any collateral security or any guaranty for this Note, (iv) the release of, or impairment of, the right of recourse against any of the undersigned or any endorser, guarantor, surety or any other person now or hereafter liable herein, (v) the substitution of extension or renewal notes for this Note, and (vi) the ~~m~~odification of ~~any terms hereof or of any mortgage, deed of trust or other agreement~~ now or hereafter given in connection with or as security for this Note.

and for

...permitted by applicable law, the undersigned agrees to pay and to indemnify the Lender from and against, all costs, charges, expenses, judgements fines, penalties, collection agency fees and reasonable attorneys' fees incurred by the holder in. (a) collecting this Note, (b) enforcing rights with respect to or realizing upon any collateral security therefor; (c) defending any action brought against the Lender with respect to this Note any matter relating thereto or to any relationship or transaction between Lender and any of the undersigned; or (d) complying with, or failing to comply with any Environmental Regulations (as herein defined) including abatement and cleanup costs Any sums paid by the holder for any such expenses shall be immediately due and payable by the undersigned and shall bear interest at the rate then applicable to any outstanding principal hereunder from the date advanced until paid.

The occurrence of any of the following shall constitute an "Event of Default" (i) default in the payment of any sum due hereunder, or in the payment or performance of any other obligation of any of the undersigned to Lender or the occurrence of any default by any of the undersigned pursuant to any obligation or undertaking under any security agreement, assignment, pledge agreement, deed of trust, mortgage or other instrument or document governing or relating to the indebtedness evidenced hereby or granting or providing for a security interest, pledge or other lien as security for any obligations of any of the undersigned to Lender (including, but not limited to, the indebtedness evidenced by this Note); (ii) the occurrence of any adverse development with respect to the financial condition of any of the undersigned or any other person or entity ("Guarantor") who is directly or indirectly liable for any of indebtedness evidenced by this Note, which materially affects the ability of any of the undersigned or such Guarantor to perform their respective obligations to Lender; (iii) any material representation or warranty made by any of the undersigned or any Guarantor to Lender being untrue, inaccurate or incomplete as of the day it was made or given, (iv) the death dissolution or termination of existence of any of the undersigned or any Guarantor or the failure of any of the undersigned or any Guarantor to pay debts as they mature, the appointment of a receiver for any part of the property of any of the undersigned or any Guarantor, an assignment for the benefit of creditors by any of the undersigned or any Guarantor, or the commencement of any proceedings under bankruptcy or insolvency laws by or against any of the undersigned or any Guarantor (v) a levy, attachment, restraint or other legal process filed against any of the undersigned or any Guarantor or any collateral security securing this Note; (vi) as a result of its reasonable determination that any collateral security given for this Note is impaired or has a value insufficient to adequately secure the obligations of the undersigned secured thereby, Lender has requested additional collateral and such additional collateral has not been promptly provided by the undersigned or a Guarantor, of a type and in the manner satisfactory to Lender; (vii) that subsequent to the date of this Note (or any predecessor note(s) for which this Note constitutes a renewal, extension or refinancing) there has occurred a "Change of Control" in any of the undersigned that is a Corporation or Partnership (for purposes of this Note, a "Change of Control" is deemed to have occurred upon the transfer, directly or indirectly in one or more transactions, of any general partnership interest or of TEN AND NO/1000 percentage points (10.000 %) or more of any class of voting stock of a corporation or the right to vote or control such stock or partnership interest, or if the percentage of a corporation's issued and outstanding shares that are held by any one shareholder changes (for any reason) by more than TEN AND NO/1000 percentage points (10.000 %)) or (viii) Lender has deemed itself insecure with respect to the undersigned's indebtedness under this Note or with respect to any of the undersigned's other obligations to Lender

Upon the occurrence of any Event of Default, Lender may, at its sole option and without limitation on the demand feature of this Note and without notice or demand (A) declare the entire principal sum owed hereunder and all other indebtedness of the undersigned to Lender, immediately due and payable (B) appropriate and apply toward the payment of the undersigned's obligations to Lender (including, but not limited to, the indebtedness evidenced by this Note), in such order of application as it elects, any or all balances, credits, deposits, accounts or moneys of or in the name of any of the undersigned then or thereafter with Lender in any capacity; and (C) exercise in addition to all other rights hereunder or under any other applicable agreements and instruments, its rights under applicable law, including those of a secured party under the Uniform Commercial Code of the state in which Lender's office identified above is located. Upon the occurrence of any Event of Default described in clause (iv) of the immediately preceding paragraph, this Note shall automatically and immediately become due and payable without notice or demand. The failure of the Lender to exercise any option or right or remedy shall not preclude the Lender from exercising any other right or remedy Lender may be entitled to exercise upon the occurrence of any Event of Default hereunder, and shall not constitute a waiver of such option or any other right at any time thereafter Lender's acceptance of a partial payment of any sum due hereunder after any Event of Default or after Maturity, shall not rescind, waive or otherwise affect any such Event of Default or Maturity or any acceleration or any other exercise by Lender of any of its rights hereunder or under any other documents or applicable law The undersigned agrees that time is of the essence If any provision of this Note violates the law or is unenforceable, the other provisions of this Note shall remain valid.

The undersigned shall furnish to Lender such information and reports regarding any collateral security, the undersigned's financial condition and operations and such other matters as Lender may from time to time reasonably request. Specifically, and without limitation on the foregoing, the undersigned shall provide to Lender upon reasonable request, current financial statements for each of the undersigned and each Guarantor including, but not limited to, balance sheets and profit and loss statements

The undersigned shall comply with all federal, state and local laws, statutes, rules, regulations, standards, ordinances and orders pertaining to the environment, hazardous substances, pollutants or contaminants ("Environmental Regulations") and shall immediately deliver to Lender copies of any notice or other communication received by any of the undersigned alleging a violation of, or a failure to maintain any permit or license required by, any Environmental Regulations The undersigned covenants, represents and warrants to Lender that any property now or hereafter or previously owned or operated by any of the undersigned, has not been and will not be, used by any of the undersigned, or to the best knowledge and belief of each of the undersigned, by any prior owner or operator, to refine produce, store, handle, process or transport any hazardous substance, pollutant or contaminant except in full compliance with all applicable Environmental Regulations, and that any substance disposed of off-site by any of the undersigned have been, and will be, disposed of in accordance with all applicable Environmental Regulations

The loan evidenced hereby has been made, and this Note has been delivered, at Lender's office at the address indicated above, and such loan this Note and the rights, obligations and remedies of Lender and the undersigned shall be governed by and construed in accordance with the laws of the state in which Lender's office identified above is located All obligations of the undersigned, and the rights, powers and remedies of Lender, expressed herein shall be in addition to, and not in limitation of, those provided by law or in any written agreements or instruments (other than this Note) relating to any obligation of any of the undersigned to Lender, the loan evidenced by this Note or any collateral security Borrower shall not a) voluntarily transfer any assets into trust or, b) if already owned in trust, shall not voluntarily transfer title to such trust assets to any other person or entity, without giving Lender at least 30 days prior written notice thereof

It is the intent hereof that each of the undersigned (if more than one) remain liable as principal until the full amount of all indebtedness evidenced by this Note has been paid, notwithstanding any act, omission or event that might otherwise operate as a legal or equitable discharge or defense with respect to any of the undersigned.

No setoff or counterclaim of any kind claimed by any person liable under this Note shall stand as a defense to the enforcement of this Note against any such person it being agreed that any such setoff or counterclaim must be maintained by separate suit.

The undersigned and Lender hereby agree to trial by court ~~and irrevocably waive jury trial~~ in any action or proceeding (including, but not limited to, any counterclaim) arising out of or in any way relating to or connected to this Note, any relationship or transaction between any of the undersigned and Lender, the origination, administration or enforcement of the indebtedness evidenced or secured by this Note, or any other matter

Additional Terms: *provided, however NO "Change of Control" shall be deemed whereby Borrower becomes the majority shareholder of the Borrower's outstanding common stock

Loan Purpose PURCHASE EQUIPMENT

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENTS OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT

Borrower	VARTEC TELECOM, INC	Borrower	
By		By	
Title	EVP/CFO	Title	
Borrower		Borrower	
By		By	
Title	President	Title	
Borrower		Borrower	
By		By	
Title		Title	
Borrower		Borrower	
By		By	
Title		Title	
Address	1600 VICEROY	Address	
	DALLAS, TX 75235		

UMB BANK
"LENDER"

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

UMB SECURITY AGREEMENT

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

UMB 2020946 (R 5/93) All States

DATED ~~APRIL 27~~ 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 sted above Debtor (if Debtor consists of more than one individual or entity, each shall be jointly and severally liable hereunder), for valuable consideration, ie receipt of which is hereby acknowledged, hereby grant(s) to the Lender (as identified above and hereinafter called "Secured Party"), a security interest in) all indebtedness of Secured Party to each Debtor, including (without limitation) any monies, credit balances or deposits due from or standing on deposit ith 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) ll of each Debtor's records relating to environmental matters, and (c) the following described property and any and all equipment and accessories therefor nd all improvements, repairs, additions, accessions and substitutions thereto, and proceeds thereof, ~~together with all items of equipment and personal roperty 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 videnced by any note or notes or other evidence of indebtedness executed by such Debtor and all renewals and extensions and substitutions thereof and all ubsequent notes of greater or lesser amounts payable to or assigned to the Secured Party, (b) the performance of each Debtor's obligations under this greement, and (c) the payment of any and all other indebtedness, direct or indirect, mature or unmatured or contingent now or hereafter owned to Secured arty by any Debtor Each Debtor acknowledges and agrees that the security interests granted herein by him/her/it, and all other obligations undertaken erein 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 ach Debtor represents and agrees that any security interest granted herein that secures indebtedness or obligations other than those of the grantor of such ecurity 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

ach 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 _____

nd, if checked here ☒, said Collateral is being purchased with the proceeds of the note or notes above described and Debtor authorizes Secured Party to isburse 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)

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

nd 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) 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 otifies 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 ore financing statements pursuant to the Uniform Commercial Code of the state in which Secured Party's office identified above is located, and if the ollateral 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 'arty, 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 terest 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 ecurity Agreement or any financing statement executed in connection herewith shall be deemed sufficient as a financing statement regardless of whether the riginal thereof has been filed in the jurisdiction where the carbon, photographic or other reproduction is filed The Secured Party may execute financing tatements 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 bove 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 ollateral is and will remain free from any prior, present or future adverse lien, security interest or encumbrance, and Debtor undertakes to defend title and ossession 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 nvironmental Regulations and shall not deposit, install or permit to be deposited or installed on or about the Collateral any Hazardous Material, except for naterials which are commonly used household products properly and lawfully handled and disposed of by Debtor As used herein, the term "Environmental legulations" shall refer to all federal, state and local laws, rules, regulations, standards codes, governmental restrictions and requirements, ordinances and rders (whether now existent or hereafter arising) pertaining to, or imposing liability or a standard of conduct regarding, the environment, Hazardous Material, ollutants, petroleum products, radioactive materials or contaminants, or any use, storage, holding, existence, emission, discharge, generation, handling, batement, 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 om time to time, and regulations pursuant thereto, any hazardous substances as defined in or regulated or controlled under any Environmental Regulations, r any other substance or material defined, designated, classified or considered as hazardous, radioactive or toxic waste or material Neither the Collateral nor ny 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 nd/or operators, (i) to refine, produce, store, handle, transfer, process or transport (A) Hazardous Material, other than in full compliance with all Environmental legulations and other applicable laws, or (B) petroleum products stored in underground tanks, or (ii) as a landfill, resource recovery facility or system, solid vaste disposal area or system, solid waste processing facility, hazardous waste facility, or abandoned or uncontrolled hazardous waste site, as defined in any nvironmental 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 ommonly insured against by so-called extended coverage insurance and such other risks as Secured Party may require, and, if the Collateral is a motor ehicle 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 rior to any alteration or cancellation Each Debtor assigns and transfers to Secured Party as additional security, any and all refunds of unearned insurance remiums, 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 oes not maintain insurance coverage on the Collateral deemed adequate by Secured Party, Secured Party may, in its discretion, purchase insurance or dditional 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 efund 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 greement.

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 ny governmental entity or agency or a bankruptcy trustee for reimbursable cleanup, response or remedial action costs, damages, penalties or fines as a result f a release of any Hazardous Material) and security interests (other than the security interest herein created), and to pay all taxes and assessments with espect 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 egulation 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 ncumbrances against the Collateral, to maintain and preserve the Collateral (which preservation, at Secured Party's election, may include removing, onducting remedial action or other response to the release of Hazardous Materials or other contaminated materials), and to keep the Collateral insured Any dvances by Secured Party for such purposes shall be secured by this agreement, provided, however, the foregoing shall not restrict or impair the Secured 'arty from seeking subrogation to the environmental lien or claim rights of any governmental entity or agency or bankruptcy trustee to the extent of such dvancement No liability shall arise against Secured Party from any act, or the omission of any act, pertaining to the collection or failure to collect any ollateral and Debtor agrees that Secured Party may elect to abandon its interest in any portion of any Collateral if Secured Party has any reason to suspect

...secured by any Debtor on the date hereof or are unrelated or dissimilar to ...ndebtedness in existence or contemplated by any Debtor on the date hereof

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 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 business, operation or condition of any other Debtor or his/her/its assets now know 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, rerecording filing or refiling 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, ~~accelerate, 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 rate of interest thereon,~~ or

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 guaranties 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 guaranties,

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 Debtor's obligations to the Secured Party and/or collateral therefore 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 governing or relating to any such indebtedness or any collateral therefore, 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 therefore

UNCURED

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 notes or 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, after notification to Debtor, to performance of all of Debtor's obligations hereunder and said assignee shall be entitled to all rights and remedies of Secured Party hereunder ~~Upon assignment the Debtor will assert no claims or defenses he may have against Secured Party against any assignee of this agreement.~~

2. Upon default, or at any time thereafter, 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 identified above is located, and any other applicable laws Upon occurrence of an Event of Default, Secured Party may require the Debtor to assemble and make the 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 any 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 listed in this agreement at least ~~five~~ TEN BUSINESS 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 uncured 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	VARTEC TELECOM, INC	Borrower	
By		By	
Title	EVP/CFO	Title	
Borrower		Borrower	
By		By	
Title		Title	
Borrower		Borrower	
By		By	
Title		Title	
Borrower		Borrower	
By		By	
Title		Title	

Secured Party UMB BANK, n a

By

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) 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

VarTec Telecom

- 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

VarTec
Prism

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
  - 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)

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

VarTec
Prism

- 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

VarTec
Prism

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)

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

VarTec
Prism

- 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

Vartec
Prism

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) DTCI 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

S/S TX 30.00
DAP 102

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Nancy Reinwald 816-860-3678

B. SEND ACKNOWLEDGMENT TO. (Name and Address)

UMB Bank, n.a.
1010 Grand Dept 106
Kansas City, Mo 64106

01-139119
07/23/2001 8:00 AM
Texas Secretary of State
FILED

01-139119

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: Vartec Telecom, Inc.					
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS: 1600 Viceroy	CITY: Dallas	STATE: TX	POSTAL CODE: 75235	COUNTRY: USA	
1d. TAX ID #: SSN OR EIN: 75-2280200	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: Corporation	1f. JURISDICTION OF ORGANIZATION: Texas	1g. ORGANIZATIONAL ID #, if any: 01105487-00	☐ NONE

2. 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. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	☐ NONE

3. 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: UMB Bank, n.a					
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS: 1010 Grand Dept 106	CITY: Kansas City	STATE: MO	POSTAL CODE: 64106	COUNTRY: USA	

4. This FINANCING STATEMENT covers the following collateral:

DMS 500 Voice and Data Communication Equipment Located At 1291 Post Oak Drive, Houston, TX 77027 as more fully described on the attached Exhibit "A".

DMS 500 Voice Data communication equipment located at 7126 S. Tucson Way, 1st Floor, Englewood, Co 80111 as more fully described on the attached exhibit "A"

DMS 500 Voice and data communication equipment located at 2308 6th Ave., Seattle WA 98121 as more fully described in the attached exhibit "A".

DMS 500 Voice and data communication equipment located at 1627 Penn Ave., 10th Floor, Pittsburg, PA 15221 as more fully described on the attached exhibit "A".

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (for an Additional Fee) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

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) DTCI. 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.

- 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.

- 6500 Titan DXC

- 530 Dxc

- 31 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

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).

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.

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- One (1) 4 vertical, 7 foot single sided MDF (Siecor part # 689 2212 103) equ pped 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.

VarTec:
Prism:

- 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.

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Prism

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
  - 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).

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.

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 DIM-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.

VarTec

- 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.

VarTec
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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) 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

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Prism: [signature]

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- 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.

VarTec: [signature]
Prism: [signature]

- 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.

VarTec: _____
Prism: _____

SPENCER FANE
BRITT & BROWNE LLP
ATTORNEYS & COUNSELORS AT LAW

JOEL PELOFSKY
DIRECT DIAL (816) 292 8189
jpelofsky@spencerfane com

File No 4321902 36

March 1, 2005

VIA FEDERAL EXPRESS

VarTec Telecom, Inc
c/o BMC Group
1330 East Franklin Ave
El Segundo, CA 90245

Re VarTec Telecom, Inc

Gentlemen

Enclosed please find the following claims with supporting documentation

1 Secured claim filed by UMB Bank, n a (listed as United Missouri Bank, 1010 Grand Blvd , Kansas City, Missouri 64106-2202), together with promissory note, security agreement and supporting documentation, in the approximate sum of $3,575,919 25

2 Secured contingent claim filed by UMB Bank, n a (listed as United Missouri Bank, 1010 Grand Blvd , Kansas City, Missouri 64106-2202), together with promissory note, security agreement and explanatory supporting documentation, in the approximate amount of $328,171 21

Also enclosed is a self-addressed, stamped envelope and additional copies of these proofs of claim to enable UMB to receive acknowledgement of the claims

If there are any questions, please call the undersigned at 816-292-8189 (direct dial) Thank you for your assistance in this matter

Yours very truly,

Joel Pelofsky

JP/kl
Enclosures

TRK# 8469 0169 1484 FORM 0215

Deliver By 02MAR05 A1

90245 -CA-US

LAX XH AVXA

298

300

FedEx Express US Airbill

FedEx Tracking Number 8469 0169 1484

1 From This portion can be removed for Recipient's records

Date 3/1/05 FedEx Tracking Number 846901691484

Sender's Name JOEL TELLESKY Phone 816 474-8100

Company SPENCER AVE PRITT & [illegible]

Address 1000 WALNUT ST STE 1400

Dept./Floor/Suite/Room

City KANSAS CITY State [illegible] ZIP [illegible]

RECIPIENT PEEL HERE

2 Your Internal Billing Reference 4 [illegible] 36

3 To

Recipient's Name [illegible] Phone

Company On behalf of VARTEC TELECOM INC

Recipient's Address [illegible] EAST [illegible] AVE

We cannot deliver to P.O. boxes or P.O. ZIP codes

Dept./Floor/Suite/Room

Address

To request a package be held at a specific FedEx location print FedEx address here

City [illegible] State CA ZIP [illegible]

8469 0169 1484

NO POUCH NEEDED

See back for peel and stick application instructions

Recipient's Copy

4a Express Package Service — *Packages up to 150 lbs.* To most locations

- [x] FedEx Priority Overnight — Next business morning
- [ ] FedEx Standard Overnight — Next business afternoon
- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations
- [ ] FedEx 2Day — Second business day*
- [ ] FedEx Express Saver — Third business day*

FedEx Envelope rate not available. Minimum charge: One-pound rate

4b Express Freight Service — *Packages over 150 lbs.* ** To most location

- [ ] FedEx 1Day Freight* — Next business day**
- [ ] FedEx 2Day Freight — Second business day**
- [ ] FedEx 3Day Freight — Third business day**

Call for Confirmation

5 Packaging — Declared value limit $500

- [x] FedEx Envelope*
- [ ] FedEx Pak* — Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling — Include FedEx address in Section 3

- [ ] SATURDAY Delivery — Available ONLY for FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes
- [ ] HOLD Weekday at FedEx Location — Not available for FedEx First Overnight
- [ ] HOLD Saturday at FedEx Location — Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods? One box must be checked

- [ ] No
- [ ] Yes — As per attached Shipper's Declaration
- [ ] Yes — Shipper's Declaration not required
- [ ] Dry Ice — Dry Ice 9 UN 1845 ____ x ____ kg
- [ ] Cargo Aircraft Only

Dangerous goods (including Dry Ice) cannot be shipped in FedEx packaging

7 Payment *Bill to.* — Enter FedEx Acct. No. or Credit Card No. below — Obtain Recip Acct No [ ]

- [ ] Sender — Acct. No. in Section 1 will be billed
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

[redacted]

Total Packages 1 | Total Weight | [redacted] | Total Charges | Credit Card Auth

†Our liability is limited to $100 unless you declare a higher value. See the *FedEx Service Guide* for details

8 Sign to Authorize Delivery Without a Signature

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

Questions? Visit our Web site at fedex.com or call 1.800 GoFedEx 1.800.463.3339

SRF Rev Date 11/03 Part #158279 ©1994–2003 FedEx PRINTED IN U.S.A.

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