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A Professional Limited Liability Company

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Philip R. Adams, Jr.

December 11, 2009

Via Overnight Mail

Executive Secretary's Office
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

filed electronically in docket office on 12/14/09
Docket No. 09-00199

RE: Reunion Communications, Inc.

Dear Sirs:

Enclosed for filing please find an original and four (4) copies of the Application for a Certificate to Provide Resale Telecommunications Services in the State of Tennessee on behalf of Reunion Communications, Inc.. The filing has also been enclosed electronically on CD-ROM. The requisite \$50.00 filing fee is attached. Also attached as Exhibit K is the original letter of credit in the amount of \$20,000.

Please acknowledge receipt of this filing by returning a date-stamped copy of this cover letter in the self-addressed envelope provided.

Should you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,



Leon Nowalsky *LN*
lnowalsky@nbglaw.com

LLN/rph
Enclosure



**APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES AND/OR
RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
SECTION A**

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

Part I : General Information

A. Name of Applicant **Reunion Communications, Inc.**

Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.

Legal name of applicant, if different from above.

106 W. Calendar Avenue #190, LaGrange, IL 60525

Address City State Zip

Tenn. Secretary of State Certificate of Authority ID

Federal Taxpayer ID Number 80-0006163

Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

N/A

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Address _____ City _____
State _____ Zip Code _____ Phone No. () _____
(Use additional pages if necessary)

IMPORTANT INFORMATION

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary. See Ex. A

THIS SECTION FOR TRA USE ONLY

Docket Number. _____

Company ID Number _____
Date Approved _____
Evaluator _____

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address:

Mark Widbin, President of Reunion Communications, Inc., also has an ownership interest in Reunion Internet Services, Inc., a provider of non-regulated internet services.

- C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information.) See Ex. B.
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)

Provide the above requested information on separate attachments.

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

☐ Yes ☒ No If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

☐ Yes ☒ No If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

☐ Yes ☒ No If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state?

☐ Yes ☒ No If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)**

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

☐ YES ☒ NO If yes, please explain fully.

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Name Phone No. Fax No.

(800) e-mail Address

(1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Name Phone No. Fax No.

(800) e-mail Address

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

PHONE NUMBER ALTERNATE PHONE NUMBER

ADDRESS CITY ST ZIPCODE

- (J) Provide the name and address of the registered agent for service of process:

- (K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary) None.

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.

☒ Resell Interexchange long distance services

☐ Operator Services

☐ Resell local services

☐ Other (describe)

- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**
The Company will not provide operator services.

- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)

California, Florida, Illinois, Louisiana and North Carolina. The company provides wholesale and retail 1+ interexchange telecommunications.

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

None

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary.

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)

None

- E. Areas in Tennessee to be served.

Statewide

- F. What type of customers will the applicant serve?

a. Business ☒

b. Residential ☒

c. Aggregators ☐

(e.g. Hotels, Payphones)

d. Other (specify) wholesale business customers

- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount. no

- H. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes ☐ No ☒

- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹.

- J. What is the applicant's 10XXX or 800 access code, if applicable? N/A

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?

No

¹Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

- L. Whose facility-based network(s) will the applicant be reselling?
 Qwest and Global Crossing
- M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly¹? The Company will bill customers directly
- N. Describe briefly how the applicant plans to market their services in Tennessee?
 The Company will market its services in Tennessee through the use of independent sales agents. The agents do not engage in telemarketing.
- O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.
 n/a
- | COMPANY NAME | CONTACT | ADDRESS | CITY | ST | ZIP | PHONE |
|--------------|---------|---------|------|----|-----|-------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
- P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.
 See attached as Exhibit D
- Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes ☒ No ☐
- R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes ☒ No ☐
- S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114? Yes ☒ No ☐
- T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base? Yes ☒ No ☐
- U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. Use additional pages if necessary.
 See attached as Exhibit E.

¹A copy of a bill is required if the applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

☒ Corporation

☐ Publicly Traded Corporation

☐ Subsidiary of a Publicly Traded Corporation

☐ Limited Liability Corporation **Attach a copy of the articles of organization and operating agreement along with amendments.**

☐ Other Form of Corporation

List type S (Example S Corporation)

Attach a copy of the charter, bylaws and/or certificate of incorporation. See Ex. F

☐ Association **Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State**

☐ Joint Stock Association **Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State.**

☐ Trust **Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.**

☐ Individual **Attach a copy of the Letter of Authorization from Tennessee Secretary of State**

SECTION (a)-(g) is to be completed if applicant is a Corporation Association or Trust

(a) The date and state of formation/incorporation: Illinois 12/27/2001

(1) Parent Company, if applicable

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed. See Ex. G.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee. See Ex. H.

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange. See Ex. I

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application. See Ex. I

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

B. ☐ Proprietorship

☐ Partnership

- ☐ General Attach a copy of the partnership agreement along with any amendments.
- ☐ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
- ☐ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:

ATTACH ADDITIONAL PAGES AS NECESSARY

C. Number of employees: 6

Employer Identification Number (E.I.N.) 80-0006163

Part IV: Financial Information

A. Address where business records are kept: 106 Stephen Street
Lemont, IL 60439 (630) 243-7414
CITY STATE ZIP CODE PHONE NUMBER

B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports. See Ex. J.

(1) Fiscal year end: Month 12 Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:
As a private company, the company is not required to have audited financial statements.

(3) If applicable, name and address of independent certified public accountant:

RASA, Inc., Randall Anderson CPA, 1808 N. Arlington Heights
Rd., Arlington Heights, IL 60004

(4) Period covered by financial statement attached: 7/31/2009

C. Does the applicant currently have an internal auditor and/or internal audit program? No.

If so, Name of internal auditor

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* in its entirety?
_____ ☒ Yes _____ ☐ No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? _____ ☒ Yes _____ ☐ No

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, P.O. Box 198907, Nashville, TN 37219-8907. Should you have any questions, call (615) 741-7489, ext. 163.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

Signature	Signature
<div></div>	<div></div>
PRINTED NAME	PRINTED NAME
Signature	Signature
<div></div>	<div></div>
PRINTED NAME	PRINTED NAME

For Corporations
and Other Organizations

BY:

Reunion Communications, Inc.
(NAME OF CORPORATION)
<div><i>Mark Widbin</i></div>
SIGNATURE
<div>Mark Widbin</div>
PRINTED NAME

ATTEST:

<div>President</div>
Title
<div><i>Kathryn C. Hoekstra</i></div>
Kathryn Hoekstra, Sec/Treasurer
Title

On this the 9th day of December, 2009 before me, a Notary Public
Suzanne J Campbell

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.

Suzanne J Campbell

Notary Public

seal

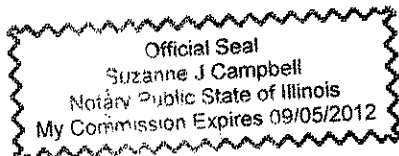


Exhibit A

Affiliates of Reunion Communications, Inc.

Reunion Communications, Inc. has no parent or affiliates. Mark D. Widbin, President of Reunion Communications, Inc., has an ownership interest in Reunion Internet Services, Inc. which provides non-regulated internet services.

Exhibit B

Provide the name, business and home address of and a chronological summary of the employment history of:

- (a) Not an individual
- (b) Not a partnership
- (c) Each Officer and Director of the Applicant :

Mark Widbin, President
106 W. Calendar Avenue #190
LaGrange, IL 60525

Kathryn A. Hoekstra, Secretary/Treasurer
106 W. Calendar Avenue #190
LaGrange, IL 60525

A summary of the employment history and business experience of the Officers, Directors, and key management personnel are attached.

Mark D. Widbin

October 2008

Reunion Communications, Inc., LaGrange, Illinois 2001-present
"Provider of toll limitation services to CLEC and IXC clients"

- President and Founder
 - ✓ Provides technology and toll control features to IXC clients who wish to control end user toll usage to the value to which customer is entitled
 - ✓ Proprietary software and processes developed
 - ✓ Company is in good standing in Illinois and in all states where the company does business

DBS Cellular, Schaumburg, Illinois 1995-1999
"A cellular reseller serving the prepay market segment"

- President, September 1997 to August 1998
 - Appointed President in September 1997
 - ✓ Increased revenue base 128% within six months
 - ✓ Produced operating profits within five months
 - ✓ Accomplished the above without staff or salary changes
- Attracted investor group that purchased company
- Vice President, 1995 to September 1997
 - Prime mover in the launch of the prepay cellular Chicago market
 - Responsible for product management
 - Built distribution network

First Choice America Telecommunications 1999-2001
"A residential prepaid dialtone company"

- President
 - Developed concept for prepaid dialtone integrating debit technology
 - Negotiated vendor supplier contracts
 - Recruited staff
 - Supervised configuration of software and installation of debit platform
 - Financial problems of majority shareholder prevented effective entry to market

Ameritech Cellular Services, Schaumburg, Illinois 1993-1995

- Manager, Corporate Accounts
 - Responsible for account management and development within the Fortune 250 market in Chicago

Metromedia/Tri-Tel Communications Corporation, 1989-1993

- General Manager for this long distance reseller
 - Improved branch ranking from sixteenth (16th) to third place within twelve months
 - Created and implemented new sales compensation plan which reduced acquisition cost by 31% while increasing sales volume over 100%

Sprint Communications Corporation, 1983-1989

- Positions included Regional Sales Director, Product Manager and Market Manager
 - Managed sales and administrative force, achieving a 42% sales increase while meeting expense goals
 - Implemented contract (non-tariff) pricing policy, which exceeded revenue goals
 - Developed lodging and banking market products, and launched consultant liaison program

MCI Telecommunications Corporation, 1981-1982

- National Account Manager to the Fortune 500 market
 - Ranked 7th of 50 (nationwide) in sales performance
 - Exceeded both sales and retention goals

Education

DePaul University, Chicago, Illinois, 1982

Applied Computer Science Courses

Telecommunications Program

Industry Memberships

Telecommunications Resellers Association

National Wireless Resellers Association

International Communications Association

National Association of Alternative Local Carriers (vendor member)

Kathryn A. Hoekstra

Summary of Experience

- Supervision of department staff
- Capital planning
- Project, system, and vendor management

2001 to present **Reunion Communications, Inc., LaGrange, Illinois**
Provider of toll control services to the IXC wholesale market

2000 to 2001 **First Choice America Telecommunications**
Provider of prepaid dial tone and related telecommunications products to the consumer market

Manager, Technical Service Responsible for successful technical and operational implementation of Homisco VANX and integration of McLeodUSA network services.

1996 to 1999 **Trans Union LLC, Chicago, Illinois**
International Credit Reporting company

Manager, PBX/Voice Services Responsible for voice telecommunications services nationwide, including call detail recording, directory, local and long distance network services, cellular, and call center services in addition to traditional PBX and voice mail systems.

- Relocated several locations and assisted in infrastructure design, system upgrades or new system selections; implementations in new and existing construction.
- Upgraded call detail recording methods to insure greater accuracy and quicker customer response time.
- Provided recommendations for new 500-agent call center integrating the resources of long distance carrier, PBX provider and call center software manufacturer.
- Consolidated maintenance contracts to insure universal level of service and standardized pricing.
- Implemented new network services where appropriate to achieve cost savings for locations in all regions.

1973 to 1996 **Material Service Corporation, Chicago, Illinois**
Leading manufacturer of diversified building materials to the construction industry

1993 to 1996 **Senior Telecommunications Specialist, Data System Services Department**
 Responsible for all aspects of telecommunications network services and systems including ROLM 9000, 9751, 9200 and PhoneMail Release 5.3; AT&T System 25, Merlin II and Merlin Plus, Centrex and various electronic and 1A2 key systems.

1991 to 1993 **Department Manager**
 Responsible for all aspects of telecommunications systems and projects including contract negotiation, design, planning, budget, implementation and supervision of telecommunications staff. Department eliminated due to downsizing; responsibility transferred to Data System Services Department.

1973 to 1991 **Coordinator**
 Responsible for management of telecommunications systems and projects, including design, planning, implementation, user training, and maintenance.

Also provided support to the Office Services and Facilities departments for facility management, furniture, records, forms design, supplies, printing and mail services.

PROFESSIONAL MEMBERSHIPS

Chicago Industrial Communications Association (CICA); officer positions and Board of Directors, 1991 to Present

Midwest & National ROLM Users Group, 1994 to 1999

Village Party of LaGrange, Treasurer, 2001

Exhibit C

Tariffs

TITLE SHEET

REUNION COMMUNICATIONS, INC.

TARIFF NO. 1

This tariff applies to the provision of Competitive Interexchange Services furnished by Reunion Communications, Inc., with principal offices at 106 W. Calendar Avenue #190, LaGrange, IL 60525. This tariff is on file with the Tennessee Regulatory Authority ("TRA") and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED:**EFFECTIVE:****ISSUED BY:**

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

TABLE OF CONTENTS

Title Sheet.....	01
Check Sheet.....	02
Table of Contents.....	03
Symbols.....	04
Tariff Format.....	05
Section 1: Definitions and Abbreviations.....	06
Section 2: Rules and Regulations.....	09
Section 3: Description of Service.....	19
Section 4: Rates and Charges.....	23

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation.
- D - Delete or discontinue.
- I - Change resulting in an increase to a customer's bill.
- M - Moved from another tariff location.
- N - New.
- T - Change in text or regulation but no change in rate or charge

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Reunion Communications, Inc., unless specifically stated otherwise.

Company - Reunion Communications, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

1.1 Definitions: (contd.)

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Recurring amounts billed to customers for regulated services and equipment.

Suspension - Temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by Carrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

SECTION 2 - RULES AND REGULATIONS

2.1 Carrier Undertaking

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis unless otherwise stated in a service agreement and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

2.4.2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.3 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Carrier.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.4 Limitation of Liability (continued)

2.4.4 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provision and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. Placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits and Advance Payments

A. Deposits

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to be held as a guarantee for the payment of charges. Such a deposit shall not exceed an amount equal to twice the estimated average monthly usage charges and/or the monthly recurring charges. Interest on deposits shall be paid in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance shall be returned to the customer.

B. Advance Payments

The Company reserves the right to collect an advance payment from customers whose ability to pay for services is unknown. The advance payment will not exceed one (1) month's estimated charges which will be applied against the following month's actual charges and, if necessary, a new advance payment will be collected for the following month.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7 Customer Responsibility (continued)

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

ISSUED:

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Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7 Customer Responsibility (continued)

C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a customer order or change in service;
3. Interruption caused by the negligence of the customer or his authorized user;
4. Interruptions of service due to the failure of service resulting from customer provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins or before a completion of the minimum period agreed upon by the customer, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred by Carrier. If, based on such an order, any construction has either begun or been completed, but no services provided, the non-recoverable cost of construction shall be borne by the customer.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7.6 Payment and Charges for Services

- A. Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis.
- B. Payment is due within 15 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- C. Service may be disconnected upon five (5) days written notice for nonpayment of an invoice by its due date.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- F. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- G. Customers will be charged a late payment penalty in the amount of 1.5% of unpaid principal amount or the highest rate allowed by state law.
- H. Customers will be charged a fee for all dishonored checks issued to Carrier.

2.7.7 Application of Charges

The charge for service are those charges in effect for the period that service is furnished.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.8.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.8 Responsibility of Carrier

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was furnished or discontinued. The number of days in the billing period are divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 Customer Complaint Procedure

The Company's Customer Service Representatives are available by calling toll free: 1-877-828-7724. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

Unresolved disputes may be directed to the attention of the Tennessee Regulatory Authority as follows:

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day of the or any portion thereof that service is provided by Carrier after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all necessary licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

$$\text{Formula:} \quad \frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

3.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

ISSUED:**EFFECTIVE:**

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

3.8 Service Offerings

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

3.8.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free access number and personal identification number issued by the Company.

3.8.4 Directory Assistance

Listed telephone numbers are provided to customers upon request at a per call charge.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage is generally flat rated. However, if usage charges are determined by the time of day rate periods, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in the increments stated in the product description.

4.1.3 Rounding

All partial usage will be rounded up to the next highest billing increment. Partial cents will be rounded up to the next highest whole cent.

4.1.4 Taxes

All rates stated are exclusive of any applicable taxes.

ISSUED:

EFFECTIVE:

ISSUED BY: Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

4.2 Outbound 1+ Service

\$0.07 per minute.

Billed in six (6) second increments.

4.3 Inbound 8XX Service

\$0.07 per minute.

Billed in one (1) minute increments.

4.4 Directory Assistance

\$1.25 per call.

4.5 Travel Card Service

\$0.25 per minute.

Billed in one (1) minute increments.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

4.6 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.7 Returned Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged \$15.00 per check.

4.8 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.9 Pay Telephone (Payphone) Surcharge

A \$0.50 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

ISSUED:

EFFECTIVE:

ISSUED BY:

Mark D. Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

Exhibit D

Sample Bill & Letter of Agency

Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

<Date>

Account #
Total Amount Due: <total due>

<main contact>
<customer address>
<city, state, zip code>

Dear <main contact>:

If you have called and made arrangements on your account, are awaiting a credit or have mailed a payment, please disregard this letter.

Your payment owed to Reunion Communications, Inc. for service in the amount of \$ <amount due> for the period of <service period> is past due. Failure to pay this amount by <date> may result in disconnection of your service on or after <disconnection date>. Nonpayment of toll charges or any non-regulated charges will not result in disconnection of your local exchange telephone service. However, nonpayment of charges for regulated local services contained in the invoice may result in disconnection of your local service.

To avoid disconnection of your service(s) and possible collection action, please mail your check or money order to Reunion Communications, Inc., 106 W. Calendar Avenue #190, LaGrange, IL 60525. An additional charge for re-connection may apply if service is disconnected. Payment to an unauthorized payment agent may result in the untimely or improper crediting of your account.

If your payment or any portion thereof will be delayed, please contact Customer Service immediately at (877) 828-7724 (toll free) to make specific payment arrangements. Customer service hours are Monday - Friday 8:00 a.m. to 5:00 p.m. CST.

Sincerely,

Reunion Communications, Inc.

PLEASE ENCLOSE THIS PORTION WITH YOUR PAYMENT.

<main contact>
<customer address>
<city> <state> <zip code>

Account No. <customer number>
Total Due; <total due>

Reunion Communications, Inc..
106 W. Calendar Avenue #190
LaGrange, IL 60525

☐ Check here for change of address

CUSTOMER NAME
ADDRESS LINE 1
ADDRESS LINE 2

Mail Check or Money Order to: Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

Remittance Section

Service Period mm/dd/yy through mm/dd/yy

Customer Name <insert>

Account Number 0001

Past Due Amount .00

Current Charges <insert>

Due Date <insert>

Total Amount Due: <insert>

Amount Paid \$ _____

Please make checks payable to Reunion
Communications, Inc.

Please detach and return above portion with your payment

Summary of Account

Local Service Charges \$

Total Current Charges \$

Previous Bill
Payment Received
Adjustments
Past Due Amount

Total Amount due

Due Date mm/dd/yy

Detail of Payments and Adjustments

Payments must arrive before the due date.

Date Description Adjustments Payments

Totals:

**NON PAYMENT OF LONG DISTANCE TOLL CHARGES WILL NOT RESULT IN DISCONNECTION OF
LOCAL SERVICE.**

For questions about your bill, please call
Customer Service at 1-877-828-7724.

Reunion Communications, Inc.

*For an explanation of any Regulatory Fee,
Tax or Surcharge listed, please contact
Reunion toll free at (877) 828-7724.

For Customer Service, please call (877) 828-7724

LETTER OF AGENCY

Account Information

Through my signature below, I verify that I am authorizing Reunion Communications, Inc. ("Reunion") to become my new primary carrier for the provision of telecommunications services. I authorize Reunion to act as my agent to effectuate this change, and direct my current primary carrier _____ to work with Reunion to accomplish the change.

I understand that I must pay a charge of approximately \$5.00 to switch providers and should I desire to return to my former carrier, I may be required to pay an additional charge to reconnect to that company. I also understand that my new primary carrier may have different calling areas, rates and charges than my current primary carrier, and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly.

I authorize Reunion to provide: (Check Appropriate Service(s))

_____ Long Distance

To my telephone number(s) listed below.

_____	_____
_____	_____
_____	_____

I certify that I am at least eighteen years of age and that I have read and understand this letter of agency and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am further authorizing Reunion to do a credit investigation and hold free from liability all creditors and other persons who may respond to inquiries.

Authorized by: Date:

Print Name, Title

Company/Name (as appears on local Telephone bill)

Federal ID/ Social Security Number

Corporation, LLC, Partnership

Physical Address

Billing Address

City/State/Zip Code

City/State/Zip Code

Type of Business

Month/Year Business Started

Exhibit E

TENNESSEE SPECIFIC OPERATIONAL ISSUES

1. How does the Company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

The Company will not bill for local exchange calls placed between two points within the same county within Tennessee.

2. Is the Company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes, the Company is aware of the Tennessee County Wide Calling database for local exchange telecommunications maintained by BellSouth, will follow proper procedure for entering telephone numbers on the database.

3. Is the Company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in its proposed service areas?

Yes, the Company is aware of the local calling areas provided by the ILECs in the proposed service areas.

4. Explain the procedure that will be implemented to assure that customers will not be billed for charges for calls within the metro calling areas.

The Company has billing software which can identify and distinguish local from long distance calls for all direct end-user customers of Reunion Communications, Inc..

5. Please provide the name and telephone number of an employee of the Company that will be responsible to work with the TRA on resolving customer complaints.

Mark Widbin, President
Phone. (630) 243-7414 x14

6. Does the Company intend to telemarket its service in Tennessee? If yes, is the Company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11?

The Applicant does not intend to telemarket in Tennessee.

Exhibit F

Certificate of Incorporation

Form **BCA-2.10****ARTICLES OF INCORPORATION**

6194-5091

(Rev. Jan. 1999)

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
<http://www.sos.state.il.us>

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

This space for use by Secretary of State

FILED

DEC 26 2001

JESSE WHITE
SECRETARY OF STATE**PAID**

DEC 27 2001

EXPEDITED
SECRETARY OF STATE**SUBMIT IN DUPLICATE!**This space for use by
Secretary of State

Date 12/26/01
Franchise Tax \$ 25.00
Filing Fee \$ 75.00
Approved: \$ 100.00

1. CORPORATE NAME: Reunion Communications, Inc.

CP0778947

(The corporate name must contain the word "corporation", "company", "incorporated", "limited" or an abbreviation thereof.)

2. Initial Registered Agent: F&L Corp.

First Name	Middle Initial	Last Name
330 North Wabash Avenue, Suite 3300		
Number	Street	Suite #
Chicago	IL Cook	60611
City	County	Zip Code

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

To engage in any lawful act or activity for which corporations may be incorporated under the Illinois Business Corporation Act of 1983, as amended.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ 0.01	100,000	1,000	\$ 1,000

TOTAL = \$ 1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: One
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP
Mark D. Widbin	637 S. Madison Avenue	LaGrange, Illinois 60525

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL: OTHER PROVISIONS**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated December 21, 2001
(Month & Day) Year

1. Jennifer Ashby, Sec.
Signature LEXIS Document Services Inc.
Jennifer Ashby, Incorporator a Delaware Corp.
(Type or Print Name)

Address
1. 801 Adlai Stevenson Drive
Street
Springfield, Illinois 62703
City/Town State ZIP Code

2. _____
Signature
(Type or Print Name)

2. _____
Street
City/Town State ZIP Code

3. _____
Signature
(Type or Print Name)

3. _____
Street
City/Town State ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
 - The filing fee is \$75.
 - The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
 - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756
Department of Business Services Telephone (217) 782-9522 or 782-9523

C-162.20



CP0511437

File # D 6194-509-1

Form **BCA-5.10**
NFP-105.10
(Rev. Jan. 1999)

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-3647
<http://www.sos.state.il.us>

**STATEMENT OF
CHANGE
OF REGISTERED AGENT
AND/OR REGISTERED
OFFICE**

FILED

JAN 21 2004

JESSE WHITE
SECRETARY OF STATE**P A I D**
JAN 22 2004DEPARTMENT OF
BUSINESS SERVICES

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date

Filing Fee \$5

Approved: *DLR*Remit payment in check or money order,
payable to "Secretary of State."Type or print in black ink only.
See reverse side for signature(s).

1. CORPORATE NAME: REUNION COMMUNICATIONS, INC.
2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS
3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

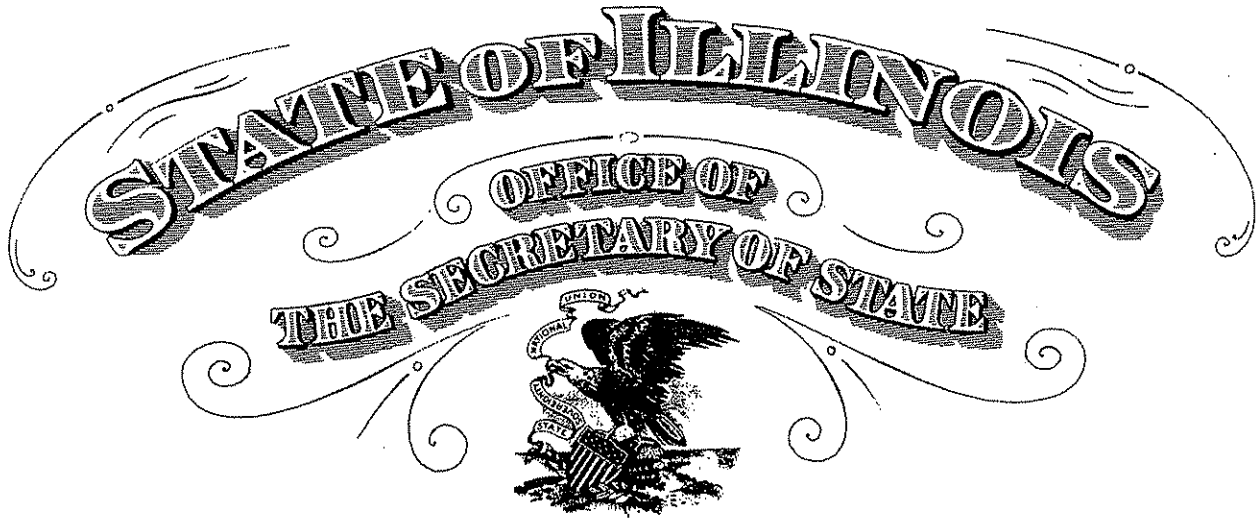
Registered Agent	FEL ILLINOIS CORP.			
	First Name	Middle Name	Last Name	
Registered Office	330 N. WABASH AVE.	SUITE 3300		
	Number	Street	Suite No. (A P.O. Box alone is not acceptable)	
	CHICAGO, ILLINOIS	60611		COOK
	City	ZIP Code		County

4. Name and address of the registered agent and registered office shall be (after all changes herein reported)

Registered Agent	FEL CORP.			
	First Name	Middle Name	Last Name	
Registered Office	321 N. CLARK STREET	SUITE 2800		
	Number	Street	Suite No. (A P.O. Box alone is not acceptable)	
	CHICAGO, ILLINOIS	60610		COOK
	City	ZIP Code		County

Exhibit G

Certificate of Good Standing



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

REUNION COMMUNICATIONS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 26, 2001, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 0934201572

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of DECEMBER A.D. 2009

Jesse White

SECRETARY OF STATE

EXHIBIT H

Tennessee Certificate of Authority



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Reunion Communications, Inc.
106 W. Calendar Avenue
#190
LaGrange, IL 60525 USA

December 10, 2009

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # :	619401	Formation Locale:	Illinois
Filing Type:	Corporation For-Profit - Foreign	Date Formed:	12/26/2001
Filing Date:	12/09/2009 12:18 PM	Fiscal Year Close	12
Status:	Active	Annual Rpt Due:	04/01/2011
Duration Term:	Perpetual	Image # :	6629-2957

Document Receipt

Receipt # : 28477	Filing Fee:	\$600.00
Payment-Check/MO - REUNION COMMUNICATIONS, INC., LA GRANGE, IL		\$600.00

Registered Agent Address

Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203 USA

Congratulations on the successful filing of your **Certificate of Authority** for **Reunion Communications, Inc.** in the State of Tennessee which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett, Secretary of State
Business Services Division



Corporate Filings

312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

RECEIVED
STATE OF TENNESSEE

For Office Use Only

APPLICATION FOR
7009 DEC 9 PM12:18
CERTIFICATE OF AUTHORITY
(FOR PROFIT) HARGETT
SECRETARY OF STAT

FILED

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Reunion Communications, Inc.
*If different, the name under which the certificate of authority is to be obtained is _____

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. *If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Illinois
3. The date of its incorporation is 12/26/01 (must be month, day, and year), and the period of duration, if other than perpetual, is _____
4. The complete street address (including zip code) of its principal office is
106 W. Calendar Avenue, #190 LaGrange IL Cook 60525
Street City State/County
5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is
2908 Poston Avenue Nashville TN Davidson 37203
Street City State/County
Registered Agent Corporation Service Company
6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.) Mark D. Widbin, 106 W. Calendar Avenue, #190, LaGrange, IL 60525
Kathryn A. Hoekstra, 106 W. Calendar Avenue, #190, LaGrange, IL 60525
7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.) Mark D. Widbin, 106 W. Calendar Avenue, #190, LaGrange, IL 60525
8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____ NOTE: Additional filing fees may apply. See Section 48-25-102(d).
9. The corporation is a corporation for profit.
10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____ (date), _____ (time).
- NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

Signature Date 12/07/2009

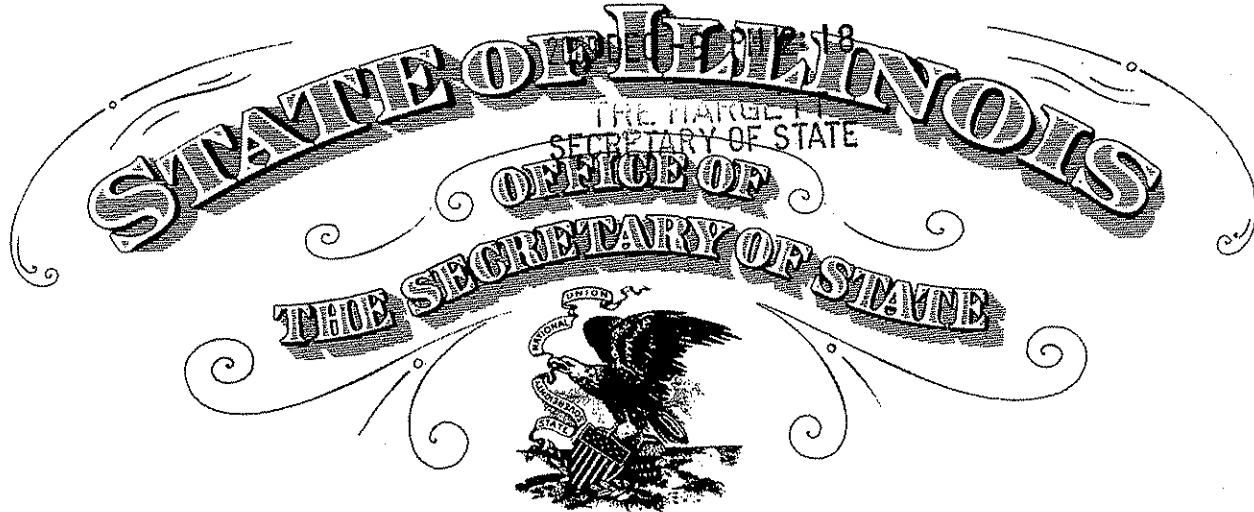
President _____
Signer's Capacity _____

Reunion Communications, Inc.
Name of Corporation

Name of Corporation _____
Signature Mark D. Hultberg

Mark D. Widbin
Name (typed or printed)

File Number 61941509-1
RECEIVED
STATE OF TENNESSEE



01
01
03
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03

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

REUNION COMMUNICATIONS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 26, 2001, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of DECEMBER A.D. 2009

Jesse White

Authentication #: 0934201572

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

Exhibit I

List Corporate Structure or Affiliates

History of Material Litigation and Criminal Convictions

Reunion Communications, Inc. has no parent or affiliates.

The Company nor any of its officers or shareholders have been involved in any material litigation in the last ten years. No officer, director, executive officer or shareholder have had any criminal convictions.

Exhibit J

Company Financials

12:58 PM
08/17/09
Accrual Basis

REUNION COMMUNICATIONS, INC.
Profit & Loss
January through July 2009

	<u>Jan - Jul 09</u>
Ordinary Income/Expense	
Income	
1+ Debit switch	41,889.49
1+ LD	107,626.80
DP Equipment Rental	11,550.00
Fees	95,450.68
Regulatory Cost Recovery Fee	1,383.64
Sales	0.01
Subscription Services	3,330.70
Toll Free Debit	444,168.49
Toll Free Resale	7,680.99
Total Income	<u>713,080.80</u>
Cost of Goods Sold	
COGS Minutes	<u>350,109.61</u>
Total COGS	<u>350,109.61</u>
Gross Profit	362,971.19
Expense	
Automobile Expense-Cadillac	4,218.46
Automobile Expense-Ford	322.00
Automobile Expense - GMC Envoy	2,268.31
Bank Fees & Credit Crd Trans Fee	1,200.23
Computer Repairs	550.29
Computer Supplies	273.73
Cost Recovery Fee Refund	222.65
Cross Product Subsidy	3,456.17
Dues and Subscriptions	1,096.25
Employee Health Benefits	7,460.76
Equipment Lease	10,654.18
Finance Charge Business Credit	792.91
Fines and Penalties	100.00
Insurance	3,406.73
Interest - Auto Loan	1,317.99
Interest - LOC	591.30
IT Consulting	13,928.23
IT Consulting-RIS	-2,709.68
Licenses and Permits	188.00
Loan Interest (SHCC)	5,510.42
Maintenance	21,866.69
Miscellaneous	857.28
Office Supplies	4,461.62
Payroll Expenses	103,688.26
Payroll Expenses-RIS	-18,795.94
Payroll Expenses - President	53,965.00
Payroll processing expense	1,199.43
Payroll Tax Expense	12,075.26
Payroll Tax Expense-RIS	-1,503.14
Postage and Delivery	602.27
Printing and Reproduction	0.54

12:58 PM
08/17/09
Accrual Basis

REUNION COMMUNICATIONS, INC.
Profit & Loss
January through July 2009

	<u>Jan - Jul 09</u>
Professional Development	213.96
Professional Fees	
Accounting	3,435.62
Legal Fees	1,649.25
Programming Assistance	<u>1,307.00</u>
Total Professional Fees	6,391.87
Regulatory Compliance	6,114.48
Rent	
COLO Rent	11,755.00
Office Rent	<u>6,769.00</u>
Total Rent	18,524.00
Sales Incentive	8,535.04
Sales Promotion	832.45
Software	865.28
Telephone	7,395.39
Travel & Ent	
Entertainment	224.95
Lodging	1,717.90
Meals	2,574.16
Travel	<u>2,639.57</u>
Total Travel & Ent	7,156.58
Utilities	
Gas and Electric	<u>181.25</u>
Total Utilities	<u>181.25</u>
Total Expense	<u>289,476.50</u>
Net Ordinary Income	73,494.69
Other Income/Expense	
Other Income	
Interest Income	119.75
Other Income	<u>1.00</u>
Total Other Income	<u>120.75</u>
Net Other Income	<u>120.75</u>
Net Income	<u><u>73,615.44</u></u>

12:49 PM
08/17/09
Accrual Basis

REUNION COMMUNICATIONS, INC.
Balance Sheet
As of July 31, 2009

	<u>Jul 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash Operating Account	8,021.51
Disbursement Account	5,997.22
Hinsdale Money Market	<u>31,787.52</u>
Total Checking/Savings	45,806.25
Accounts Receivable	
A/R - <Client Name Redacted>	15,474.63
A/R - <Client Name Redacted>	894.01
A/R - <Client Name Redacted>	6,634.81
A/R - <Client Name Redacted>	1,650.00
A/R - <Client Name Redacted>	1,390.44
A/R - <Client Name Redacted>	16,882.21
A/R - <Client Name Redacted>	<u>2,440.00</u>
Total Accounts Receivable	45,366.10
Other Current Assets	
Due from RIS-Payroll & Other	11,244.81
Loan to Shareholder	<u>8,994.39</u>
Total Other Current Assets	<u>20,239.20</u>
Total Current Assets	111,411.55
Fixed Assets	
Accumulated Depreciation	-17,536.00
Automobile	39,574.00
Automobile - GMC	10,530.78
Computer	16,757.91
Fixed Asset - Office Construction	1,200.00
Office Furniture	5,580.70
Tires	899.46
Van	<u>3,400.00</u>
Total Fixed Assets	60,406.85
Other Assets	
Amortizable Amounts	950.00
Amortize?	431.85
IXC Application Expense	700.00
Organization Costs	
Accumulated Amortization	-800.00
Organization Costs - Other	<u>800.00</u>
Total Organization Costs	0.00
TCAST Deposit	<u>4,500.00</u>
Total Other Assets	<u>6,581.85</u>
TOTAL ASSETS	<u><u>178,400.25</u></u>

12:49 PM
08/17/09
Accrual Basis

REUNION COMMUNICATIONS, INC.
Balance Sheet
As of July 31, 2009

Jul 31, 09

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable

2,049.67

Total Accounts Payable

2,049.67

Credit Cards

American Express - Open 82007

8,063.27

Total Credit Cards

8,063.27

Other Current Liabilities

Deposits

<Client Name Redacted>

1,000.00

Total Deposits

1,000.00

Due to M. D. Widbin (Expenses)

3,312.79

Due to R. Gordon (Expenses)

480.68

Due to RIS

Due to RIS-Internet Post Paid

2,126.20

Due to RIS-Internet Pre-Paid

16,716.87

Total Due to RIS

18,843.07

Employee Loan - RG

-300.00

ILEC Liability

6,146.07

Line of credit - Hinsdale Bank

33,423.08

Prepaid Liabilities

Liab - <Client Name Redacted>

1,283.67

Liab - <Client Name Redacted>

872.69

Liab - <Client Name Redacted>

891.96

Liab - <Client Name Redacted>

1,719.06

Liab - <Client Name Redacted>

4,249.58

Liab - <Client Name Redacted>

278.63

Liab - <Client Name Redacted>

101.17

Liab - <Client Name Redacted>

1,032.65

Liab - <Client Name Redacted>

11.13

Liab - <Client Name Redacted>

3,742.95

Liab - <Client Name Redacted>

61.07

Liab - <Client Name Redacted>

426.02

Liab - <Client Name Redacted>

-327.23

Liab - <Client Name Redacted>

-648.92

Liab - <Client Name Redacted>

104.81

Liab - <Client Name Redacted>

-1,337.86

Liab - <Client Name Redacted>

3,017.81

Liab - <Client Name Redacted>

1,775.48

Liab - <Client Name Redacted>

1,500.00

Liab - <Client Name Redacted>

-6,850.09

Liab - <Client Name Redacted>

-583.69

Liab - <Client Name Redacted>

-3,069.40

12:49 PM
08/17/09
Accrual Basis

REUNION COMMUNICATIONS, INC.
Balance Sheet
As of July 31, 2009

	<u>Jul 31, 09</u>
Liab - <Client Name Redacted>	-1,111.54
Liab - <Client Name Redacted>	975.46
Liab - <Client Name Redacted>	440.94
Liab - <Client Name Redacted>	3,328.09
Liab - <Client Name Redacted>	885.29
Liab - <Client Name Redacted>	32.32
Liab - <Client Name Redacted>	70.44
Liab - <Client Name Redacted>	822.53
Liab - <Client Name Redacted>	-1,330.75
Liab - <Client Name Redacted>	1,765.71
Liab - <Client Name Redacted>	1,250.00
Liab - <Client Name Redacted>	-5,775.63
Liab - <Client Name Redacted>	534.74
Liab - <Client Name Redacted>	<u>3,205.81</u>
Total Prepaid Liabilities	13,344.90
 Sales/Excise Tax Due	 1,651.52
USF Liabilities	
Dues to USF	3,889.41
Reserve Estimate - 3Q 2009	55.38
Reserve Estimate - Q1 2008	2,189.47
Reserve estimate - Q1 2009	366.79
Reserve Estimate - Q2 2008	2,042.07
Reserve Estimate - Q3 2008	1,804.47
Reserve Estimate - Q4 2008	3,004.60
Reserve Estimate Q2 - 2009	106.35
Reserve USF (2007)	1,486.97
Reserve USF Refund	-1,307.38
USF Liabilities - Other	<u>-2,371.34</u>
Total USF Liabilities	<u>11,266.79</u>
 Total Other Current Liabilities	 <u>89,168.90</u>
 Total Current Liabilities	 99,281.84
 Long Term Liabilities	
Auto Loan - Nat City	22,210.48
Bank of America - 9500	37,613.98
Officer Loans TOTAL	
Officer Loan - 0802 - Chase	20,266.36
Officer Loan - 1164 - Citibank	14,851.94
Officer Loan - 5478 - Chase	10,523.71
Officer Loan - 7445 - Chase	<u>6,558.11</u>
Total Officer Loans TOTAL	<u>52,200.12</u>
 Total Long Term Liabilities	 <u>112,024.58</u>
 Total Liabilities	 211,306.42
 Equity	

12:49 PM
08/17/09
Accrual Basis

REUNION COMMUNICATIONS, INC.
Balance Sheet
As of July 31, 2009

	<u>Jul 31, 09</u>
Dividend Distribution	-62,800.00
Opening Bal Equity	1,000.00
Retained Earnings	-44,721.61
Net Income	<u>73,615.44</u>
Total Equity	<u>-32,906.17</u>
 TOTAL LIABILITIES & EQUITY	 <u><u>178,400.25</u></u>

REUNION COMMUNICATIONS, INC.
Statement of Cash Flows
January through July 2009

Jan - Jul 09

OPERATING ACTIVITIES

Net Income	73,615.44
Adjustments to reconcile Net Income to net cash provided by operations:	
A/R - <Client Name Redacted>	983.69
A/R - <Client Name Redacted>	-2,022.12
A/R - <Client Name Redacted>	-894.01
A/R - <Client Name Redacted>	-4,332.51
A/R - <Client Name Redacted>	-1,650.00
A/R - <Client Name Redacted>	-1,390.44
A/R - <Client Name Redacted>	-14,340.71
A/R - <Client Name Redacted>	-2,440.00
Due from RIS-Payroll & Other	-7,773.79
Accounts Payable	2,049.67
American Express - Open 82007	-767.46
American Express Open - 51007	-1,698.33
Due to M. D. Widbin (Expenses)	2,529.45
Due to R. Gordon (Expenses)	480.68
Due to RIS:Due to RIS-Internet Post Paid	2,126.20
Due to RIS:Due to RIS-Internet Pre-Paid	10,490.56
Employee Loan - R Gordon	-300.00
ILEC Liability	-4,721.73
Line of credit - Hinsdale Bank	14,647.91
Prepaid Liabilities:Liab - <Client Name Redacted>	78.22
Prepaid Liabilities:Liab - <Client Name Redacted>	891.96
Prepaid Liabilities:Liab - <Client Name Redacted>	-1,010.14
Prepaid Liabilities:Liab - <Client Name Redacted>	7,019.92
Prepaid Liabilities:Liab - <Client Name Redacted>	-130.02
Prepaid Liabilities:Liab - <Client Name Redacted>	-300.43
Prepaid Liabilities:Liab - <Client Name Redacted>	18.37
Prepaid Liabilities:Liab - <Client Name Redacted>	24.68
Prepaid Liabilities:Liab - <Client Name Redacted>	5,394.95
Prepaid Liabilities:Liab - <Client Name Redacted>	-3,158.60
Prepaid Liabilities:Liab - <Client Name Redacted>	-8,808.74
Prepaid Liabilities:Liab - <Client Name Redacted>	-2,197.79
Prepaid Liabilities:Liab - <Client Name Redacted>	-40.08
Prepaid Liabilities:Liab - <Client Name Redacted>	3,200.31
Prepaid Liabilities:Liab - <Client Name Redacted>	1,543.53
Prepaid Liabilities:Liab - <Client Name Redacted>	-425.71
Prepaid Liabilities:Liab - <Client Name Redacted>	1,004.78
Prepaid Liabilities:Liab - <Client Name Redacted>	5,201.46
Prepaid Liabilities:Liab - <Client Name Redacted>	1,500.00
Prepaid Liabilities:Liab - <Client Name Redacted>	2,115.22
Prepaid Liabilities:Liab - <Client Name Redacted>	-583.69
Prepaid Liabilities:Liab - <Client Name Redacted>	-1,209.38
Prepaid Liabilities:Liab - <Client Name Redacted>	-38,816.58
Prepaid Liabilities:Liab - <Client Name Redacted>	1,546.50
Prepaid Liabilities:Liab - <Client Name Redacted>	154.68
Prepaid Liabilities:Liab - <Client Name Redacted>	-1,129.33
Prepaid Liabilities:Liab - <Client Name Redacted>	440.94
Prepaid Liabilities:Liab - <Client Name Redacted>	3,697.93

REUNION COMMUNICATIONS, INC.
Statement of Cash Flows
January through July 2009

	<u>Jan - Jul 09</u>
Prepaid Liabilities:Liab - <Client Name Redacted>	142.57
Prepaid Liabilities:Liab - <Client Name Redacted>	522.98
Prepaid Liabilities:Liab - <Client Name Redacted>	885.29
Prepaid Liabilities:Liab - <Client Name Redacted>	-311.57
Prepaid Liabilities:Liab - <Client Name Redacted>	-622.01
Prepaid Liabilities:Liab - <Client Name Redacted>	4.27
Prepaid Liabilities:Liab - <Client Name Redacted>	-1,475.48
Prepaid Liabilities:Liab - <Client Name Redacted>	-4,218.16
Prepaid Liabilities:Liab - <Client Name Redacted>	-417.66
Prepaid Liabilities:Liab - <Client Name Redacted>	14,171.83
Sales/Excise Tax Due	1,370.81
USF Liabilities	-2,371.34
USF Liabilities:Dues to USF	177.16
USF Liabilities:Reserve Estimate - 3Q 2009	55.38
USF Liabilities:Reserve estimate - Q1 2009	366.79
USF Liabilities:Reserve Estimate - Q2 2008	44.83
USF Liabilities:Reserve Estimate - Q4 2008	6.83
USF Liabilities:Reserve Estimate Q2 - 2009	106.35
USF Liabilities:Reserve USF (2007)	-30.50
USF Liabilities:Reserve USF Refund	-1,307.38
Net cash provided by Operating Activities	<u>47,716.45</u>
INVESTING ACTIVITIES	
Automobile - GMC	-10,530.78
Computer	-5,241.49
Fixed Asset - Office Construction	-1,200.00
Office Furniture	-841.30
Tires	-899.46
Amortizable Amounts	-950.00
Amortize?	-431.85
Net cash provided by Investing Activities	<u>-20,094.88</u>
FINANCING ACTIVITIES	
Auto Loan - Nat City	22,210.48
Automobile Loan	-25,540.37
Bank of America - 9500	-1,923.83
Officer Loans TOTAL:Officer Loan - 0802 - Chase	-3,875.61
Officer Loans TOTAL:Officer Loan - 1164 - Citibank	9,149.22
Officer Loans TOTAL:Officer Loan - 5478 - Chase	-2,925.53
Officer Loans TOTAL:Officer Loan - 7445 - Chase	-1,627.31
Dividend Distribution	-36,100.00
Net cash provided by Financing Activities	<u>-40,632.95</u>
Net cash increase for period	-13,011.38
Cash at beginning of period	<u>58,817.63</u>
Cash at end of period	<u><u>45,806.25</u></u>

Exhibit K

Letter of Credit



IRREVOCABLE LETTER OF CREDIT #1448

APPLICANT:

Reunion Communications, Inc.
106 W. Calendar Ave #190
LaGrange, IL 60525

BENEFICIARY:

Tennessee Regulatory Authority
460 James Roberson Parkway
Nashville, Tennessee 37243

FINANCIAL INSTITUTION: Hinsdale Bank & Trust Company
(Issuer)

Authorized Agent:

Name: Dennis J. Jones
Address: 25 E. First Street, Hinsdale, IL 60521
Title: Chairman

Date and Place of Expiration:

Bank Name: Hinsdale Bank & Trust Company
Date: December 7, 2009
Amount: \$20,000.00

REFERENCE: Name of Company authorized by TRA: Reunion Communications, Inc.
Company ID # as assigned by the TRA: _____
Irrevocable Letter of Credit Number: **1448**
Effective Date: December 7, 2009
Expiration Date: December 7, 2010

Sir/Madam:

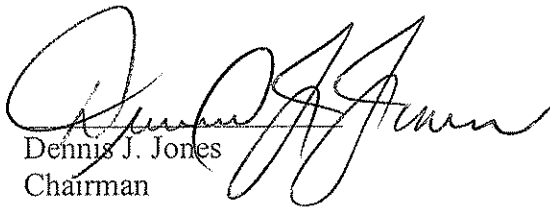
You have requested of Hinsdale Bank & Trust Company (the "lender") that we establish an irrevocable letter of credit which will remain available on behalf of Reunion Communications, Inc. (the "Company") who has applied to the Tennessee Regulatory Authority (the "TRA") for authority to provide telecommunications services in the state of Tennessee. The purpose of this letter of credit to secure payment of any monetary sanction imposed against the Company, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by on behalf of the TRA.

We hereby establish and issue, in favor of the TRA, an irrevocable letter of Credit in the amount of twenty thousand (\$20,000.00) lawful money of the United States of America. The TRA may draw upon this letter of credit, at any time and from time to time, by delivering a letter of Credit Notice, substantially in the form set forth below (a "Notice"), which Notice shall specify the amount (the "Draw Amount") to be drawn and the bank account (the "Bank Account") to which the Draw amount should be delivered and shall be signed by an official designated and duly authorized by the TRA, to Lender at the address listed below, or to such other address as the Lender shall notify the TRA in Writing by certified mail. Promptly after the delivery of each Notice, the Lender hereby covenants and agrees to deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

This letter of credit shall be deemed automatically renewed without amendment for successive one-year periods and may be canceled by the Lender by giving thirty (30) days advanced written notice by certified mail of such cancellation to the TRA and the Company, it being understood that the Lender shall not be relieved of liability that may have accrued under this letter of credit prior to the date of cancellation.

Except as otherwise expressly stated, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500, or any revisions thereto.

Hinsdale Bank & Trust Company



Dennis J. Jones
Chairman

25 East First Street
Hinsdale, IL 60521

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing letter of credit and found the same to be sufficient and in conformity to law and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20__.

Name:

Title:

FORM OF LETTER OF CREDIT NOTICE

Hinsdale Bank & Trust Company
25 East First Street
Hinsdale, IL 60521

Re: LETTER OF CREDIT #1448

Dear Sir or Madam:

You are hereby notified, and the undersigned hereby certifies, that the undersigned is an official designated and duly authorized by the TRA to deliver this notice and that a monetary sanction in the amount of \$_____ (the "Draw Amount") has been imposed against Reunion Communications, Inc., its representatives, successors or assigns, in an enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

Pursuant to that certain Irrevocable Letter of Credit referenced above, we hereby request that you deliver payment of the Draw Amount to the bank account listed below by wire transfer of immediately available funds:

Name of Bank Account: _____
Account Number: _____
ABA Routing Number: _____
Reference: _____
Name of Contact: _____
Telephone Number: _____
Facsimile Number: _____

Please confirm receipt of this Notice and the Federal Reserve wire confirmation number of the delivery of the Draw Amount by sending a facsimile to the person at the number listed above.

Sincerely,

TENNESSEE REGULATORY AUTHORITY

Name:

Title:

Exhibit L

Small and Minority-Owned Business Participation

SMALL AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Reunion Communications, Inc.. ("Reunion") submits this small and minority-owned Telecommunications business participation plan (the "Plan") in relation to its Certificate of Public Convenience and Necessity to provide competing local and interexchange services in Tennessee.

1. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Reunion agrees to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Reunion will allow small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services when such opportunities arise. In furtherance of this end, Reunion will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Reunion of such opportunities. Reunion will contact the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000.00).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

Reunion's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for Reunion's efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Mark D. Widbin
Reunion Communications, Inc.
106 W. Calendar Ave. #190
LaGrange, IL 60525

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing any policies and procedures which may be necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperating with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses as defined in §65-5-212 when necessary.
- (5) Encouraging small and minority-owned businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and use of such businesses.
- (8) Providing information to persons within Reunion and encouraging them to use small and minority-owned businesses when feasible.

In performance of these duties, the Administrator may utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

IV. RECORDS AND COMPLIANCE REPORTS

Reunion will maintain records of qualified small and minority-owned businesses and will make efforts to use the goods and services of such businesses where appropriate and feasible.

Reunion will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Reunion will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Reunion Communications, Inc.

By: Mark D. Widbin
Mark D. Widbin, President /*zh*

Dated: _____, 2009