



ORIGINAL

ILLINOIS COMMERCE COMMISSION

April 22, 2011

Ms. Elizabeth A. Rolando
Chief Clerk
Illinois Commerce Commission
527 East Capital Ave
Springfield, IL 62701-1827
217- 782-7434

ILLINOIS
COMMERCE COMMISSION
2011 APR 25 1 P 1:01
CHIEF CLERK'S OFFICE

Re: CAL Communications, Inc. Application for Designation as an Eligible
Telecommunications Carrier Docket No. 10-0492

Dear Ms. Rolando

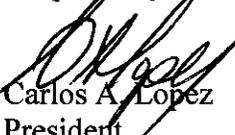
Enclosed please find a capital lease agreement between Reunion Communications, Inc. and CAL Communications, Inc. an affirmative statement from CAL Communications, Inc. that addresses CAL Communications, Inc. facility status versus resale status, a local usage/rate plan, a comparable rate sheet, and a verification page, plus an additional copy of the first page. Please file-stamp the first page and return it to me in the enclosed self-addressed stamped envelope.

I would like the above-mentioned items to be added as an addendum to CAL Communications, Inc. original petition docket # 10-0524.

Please acknowledged receipt via email

If you have any questions or if I may provide you with additional information, please contact me at clopez@calcomm.com or 847-537-2425 ext 204. Thank you for your attention to this matter.

Respectfully submitted


Carlos A. Lopez
President
CAL Communications, Inc.

Local Usage/Rate Plans

Under FCC guidelines, an ETC Applicant must demonstrate that it offers a local usage plan comparable to the one offered by the incumbent LEC in the service areas for which it seeks designation. The FCC has not adopted a specific local usage threshold. FCC ETC Order at Para 32; 47 CFR §54.202(a)(4).

CAL Communications, Inc. Wireless Lifeline customers will receive specified amounts of wireless calling—local and long distance --with no charge to the subscriber. CAL Communications, Inc. will offer its Lifeline Wireless Plan that will include One hundred (100) minutes of free local and long distance calling and five features which are comparable to those offered by ILECs in the service area for which CAL Communications, Inc. seeks ETC designation. CAL Communications, Inc. will offer a \$15.00 Lifeline discount. Of this amount, \$8.02 will be reimbursed from USAC consistent with the terms of Lifeline Support Tier 1 of \$6.50, Tier 2 Support of \$1.75, and Tier 3 Support of \$1.75. CAL Communications, Inc. will absorb the remaining \$6.98 Furthermore, CAL Communications, Inc. Linkup line connection fee is \$60.00. Of this amount, \$30.00 will be reimbursed from USAC consistent with the terms of Linkup Support, In addition Lifeline customers will be able to purchase additional minutes over and above the initial free one hundred eight minutes at a rate of \$0.10 per minute.

In terms of comparability with ILECs, applicant's local calling packages are offered to all who apply for service regardless of past credit history, which tends to lead to a very large churn and default rate. Consequently, the cost of doing business may be higher for CAL Communications than for the incumbent. In addition, CAL Communications commits to continue to offer a local usage plan comparable to that offered by the incumbent LEC.

Attachment A



April 22, 2011

I, Carlos A. Lopez in my role as President of CAL Communications, Inc. make the following affirmative statement.

Consistent with the requirements of section 214 of the federal Communications Act of 1934, as amended, ("Communications Act"), 47 USC 214 (e) (6) and Section 54.101 through 54.207 of the FCC's rules, CAL Communications Inc., in its provision of wireless service in the state of Illinois will rely on a combination of resold services which CAL Communications, Inc. will obtain from underlying wireless providers (Sprint, AT&T, Verizon) that currently operate their own networks, and CAL Communications, Inc. owned facilities, thus allowing CAL Communications, Inc. to meet the FCC's test that requires an ETC to provide services, at least in part, through a "combination of its own facilities and resale of another carrier's services. CAL Communications, Inc. maintains its own facilities, which are co-located with other carrier's facilities and provide CAL Communications, Inc. the ability to provide one or more of the supported services required by the FCC in order to be considered a facility based provider.



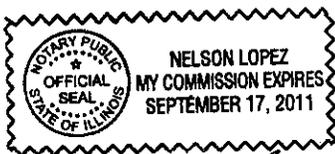
Carlos A. Lopez, President
CAL Communications, Inc.

STATE OF ILLINOIS)

COUNTY OF COOK)

Verification

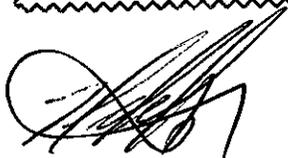
I, Carlos A. Lopez, being duly sworn, depose and state that I am the President for CAL Communications Inc. and I have read the original petition "Application for Designation as an Eligible Telecommunications Carrier for the Purposes of receiving Federal Universal Support Pursuant to Section 214(e) (2) of the Telecommunications Act of 1996", Docket 1 0-0492 and the attached addendum to said petition which includes a Capital Switch Lease between Reunion Communications, Inc. and CAL Communications, Inc., a local usage/rate plan, a comparable rate plan of CAL's wireless offerings, and an affirmative statement that CAL Communications, inc. will be providing wireless service to its end-users using a combination of its own facilities and resale of other carriers services.





Carlos A. Lopez

President of CAL Communications, Inc.



Subscribed and Sworn
To before me this 22nd
Day of April 2011

Attachment A

CAL Communications Wireless Plan

Lifeline Plan

New customers who meet Lifeline eligibility criteria

No Monthly Recurring Charge

None Lifeline rate - \$15.00

Lifeline Discount - \$15.00

Final Lifeline rate - \$ 0.00

No Contract, Credit Check, or Deposit

Free Handset

Free monthly airtime

(100 mins free each month for 12months at a rate of \$0.15 per minute).

Roaming, local, and domestic long distance included

5 Features; Caller ID, Call Waiting, Call Forwarding,

3-way calling and Voicemail.

Access to 911 is included

Additional usage priced at \$0.10 per minute

Link Up Plan

Provides reduction in activation charge

None Lifeline activation charge - \$60.00

Link Up Discount - \$ 30.00

Final Line connection customer rate - \$30.00

Deferred payment of balance over 12 months at \$2.50 per month

MTI Wireless Plan

Lifeline Plan

New customers who meet Lifeline eligibility criteria

No Monthly Recurring Charge

None Lifeline rate - \$13.60

Lifeline Discount - \$13.60

Final Lifeline rate - \$ 0.00

No Contract, Credit Check, or Deposit

Free Handset

Free monthly airtime

(68 mins free each month for 12months at a rate of \$0.20 per minute).

Roaming, local, and domestic long distance included

5 Features; Caller ID, Call Waiting, Call Forwarding,

3-way calling and Voicemail.

Access to 911 is included

Link Up Plan

Provides reduction in activation charge

None Lifeline activation charge - \$ 60.00

Link Up Discount - \$ 30.00

Final Line Connection customer rate - \$ 30.00

Deferred payment of balance over 12 months at \$2.50 per month

AT&T

Lifeline Service with a Network Access Service / PACK 60 in IL MSA 9

Monthly recurring charges

Network Access Line - \$ 9.00

Saver Pack 60 - \$ 9.50

Caller ID - \$4.70

Call Waiting - \$ 1.68

Subscriber Line Charge - \$ 4.52

Lifeline Discount - \$ 6.25

Final monthly rate - \$23.15

Additional usage priced at \$ 0.07 per minute

Equipment furnished by customer

Long Distance Not Included

Link Up Plan

Provides eligible customers with a 50% reduction Of service connection charges, up to \$30.00

Link Up Installation Cost

Non Lifeline Establishment Charge - \$18.00

Non Lifeline LiConnection Charge - \$18.00

Lifeline/Link Up Reduction (50%) - \$19.69

Lifeline/Link Up Installation Charge - \$19.70



REUNION
COMMUNICATIONS

106 West Calendar Avenue, Suite 190 • LaGrange, Illinois 60525

630.243.7414 • 630.243.7417 fax

April 22, 2011

Carlos A. Lopez, President
CAL Communications, Inc.
1572 Barclay Blvd.
Buffalo Grove, IL 60089

Dear Mr. Lopez,

We are providing this letter to attest to several items regarding the capital lease of the telecommunications network toll switch as it pertains to your company's application to the Illinois commerce commission regarding the granting of ETC status for wireless services.

1. The switch that is the subject of the capital lease between Reunion Communications, Inc. and Cal Communications, Inc. is the switch that will carry your wireless customers' directory assistance '411' traffic.
2. The switch is located at 624 S. Grand Avenue, Los Angeles, California, in collocation space managed by US Colo, LLC. The site may be inspected by any party needing to do so when an advance list of attendees is furnished. This is a secure facility, and admittance is closely supervised.
3. The switch in question is a CLASS 4 switch, manufactured by Cantata, and is supported by Time Division Multiplex "TDM" facilities. We may upgrade this switch to include CLASS 5 features in the near future, but our ability to support the Directory Assistance that is the subject of the lease is not dependent upon this upgrade.
4. The Network Call Controller will route traffic to the Directory Assistance provider is owned by Cal Communications, Inc. and will route only Directory Assistance traffic that is generated by your company's end users.

Please contact me at 630.243.7414, extension 14, if you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Widbin". The signature is written in a cursive, flowing style.

Mark Widbin, President

**NETWORK FACILITIES
CAPITAL LEASE**

BETWEEN

REUNION COMMUNICATIONS, INC.

AND

CAL COMMUNICATIONS, INC.

NETWORK FACILITIES CAPITAL LEASE

This Network Facilities Capital Lease ("Lease"), dated below, is entered into by and between Reunion Communications, Inc., an Illinois corporation, with its principal business address at 106 West Calendar Avenue, Suite 190, LaGrange, Illinois 60525 ("Lessor"), and Cal Communications, Inc., an Illinois corporation, with its principal place of business at 1572 Barclay Blvd, Buffalo Grove, IL 60089 ("Lessee").

Recitals

WHEREAS, Lessor offers a lease of network switching and related facilities, described in **Exhibit A**, incorporated herein by reference, to entities that are certified Lessors of wireless services, for the exclusive use of their retail End Users, (the "Services"); and

WHEREAS, Lessee desires to lease the equipment, capabilities, and capacities so specified, and Lessor desires to provide the Services specified upon the terms and conditions set forth in this Lease. This Lease shall supersede and replace original prior lease agreement between the parties.

Lease

NOW, in consideration of the mutual covenants and Leases set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. Lessee Obligations.** Lessee shall at all times conduct its efforts in a commercially reasonable, ethical and prudent manner. Lessee shall not make any representations and/or statements with respect to Lessor or the Services provided hereunder, other than those approved in writing by Lessor. Furthermore, Lessee agrees that the Services provided to the End User are provisioned under the regulatory approval held by the Lessee or under Lessee's other arrangement with a properly certified carrier, that such regulatory approvals have been secured, and will be maintained, for the duration of this Lease.
- 2. Service Commencement Date.** Lessor shall commence providing Services to Lessee hereunder on the date that Lessor activates the first end user airtime account.
- 3. Terms and Conditions.** Lessor shall furnish Services to Lessee at the rates, terms and conditions described in **Exhibits B and B-1**, incorporated herein by reference. The Services to be provided to Lessee are limited to those set forth in Exhibit A. Lessor may change the rates, terms, conditions described herein, in any Exhibit to this Lease and any attachment or any subsequent rate sheet or Exhibit by providing Lessee with thirty calendar days' prior written notice or such shorter notice period as mutually agreed upon by Lessor and Lessee, except that the monthly recurring switch lease amount and related interest payment calculation is not subject to this provision. If such notice represents an increased cost to Lessee, such notice shall allow Lessee to terminate this lease on the day prior to the scheduled increase in costs without penalty or additional costs.

[Handwritten Signature]
[Handwritten Signature]

4. **Term, Lease type.** This capital lease shall be effective and the parties' obligations shall commence upon the commencement date of this Lease (the "Service Commencement Date") and shall continue for a period of three years. The capitalized amount of the lease is \$55,800.00, payable in 36 equal lease payments of \$1,550.00 each. An interest charge equivalent to the Applicable Federal Rate "AFR" will be added to each payment, and will be adjusted to reflect the AFR as defined by the Internal Revenue Service. At the end of the lease period, providing all lease payments, all taxes as described in this Section, all applicable fees have been satisfied, and all accounts that Lessee has with Lessor are current, the Lessee may purchase the port card for the sum of \$1,000.00. If the purchase is not completed and payment executed within thirty (30) calendar days of the due date of the final scheduled lease payment, the Lessee is deemed to have declined the purchase option.
5. **Prompt payment as Condition of Service.** The lease amount is due and payable on the first calendar day of each month during the term of the lease, and will be charged to Lessee's account with Lessor. If there are not sufficient funds in the Lessee's account with Lessor to fund the payment, Lessee will have five business days in which to provide payment. If payment is not received by Lessor the end of the fifth business day, Lessor may cease services to the Lessee for services provided under this lease until all accounts with Lessor are current.
6. **Amount and Terms of Payment.** The non-refundable non-recurring charge and first month payment is due at Lease signing. Payments are accepted in the Lessee's choice of the following: check submitted by facsimile which authorizes Lessor to create an ACH debit to the Lessee's bank account, Federal Reserve Wire Transfer, Automated Clearing House "ACH", or email authorization to debit the Lessee's bank account.

Requests for payment should be sent to:

Name: Carlos A. Lopez
Email: clopez@calcomm.com
Phone: 847.537.2425

7. **Billing Disputes and Errors.** If Lessee, in good faith, disputes any invoiced amount, Lessee must (i) notify Lessor in writing, by either U.S. Mail or electronic mail address specifically provided for billing dispute purposes, of such dispute within thirty days of the date of such disputed activity, (ii) provide, at the same time as such dispute is declared, any and all reasons, records, and supporting documentation that has been created for such dispute and provide sufficient detail for Lessor to determine the merit of the dispute. In the event Lessee fails to declare such dispute in a timely manner, Lessor shall not be obligated to consider any such disputes. Upon dispute, Lessor and Lessee agree to use commercially reasonable efforts to resolve the dispute in good faith within fifteen (15) business days after Lessor's receipt of written notice from Lessee. In the event that Lessor and Lessee are unable to resolve the dispute within this fifteen (15) business day period, the dispute shall be submitted to arbitration, as otherwise provided for in this Lease.

8. **Taxes and Regulatory Fees/Surcharges.** Lessee acknowledges and understands that Lessor computes all charges herein exclusive of any applicable taxes. If it should be discovered that federal, state, or local taxing bodies have authority to levy a tax upon the lease, Lessee agrees to reimburse Lessor for such taxes within twenty (20) days of such invoice being sent to Lessee. Lessor shall take commercially reasonable steps to determine whether any taxes are due to federal, state, or local authorities within the first calendar month of lease, and agrees to promptly bill Lessee for any bona fide taxes, surcharges, or other similar liability.
9. **Termination.** Except as otherwise provided herein and except for Lessee's failure to remit payments to Lessor in such manner as to provide reasonably uninterrupted Services to End Users, and to pay any and all amounts which may be due to Lessor hereunder (as governed by Section 6 of this Lease), should either party default under this Lease, the non-defaulting party may, at its sole option, give written notice to the party which has failed to perform or has breached this Lease of its intention to terminate this Lease. In such event, the non-defaulting party must provide such written notice by certified return receipt prepaid first-class U.S. Mail to the other party. In the event the defaulting party does not cure the default within thirty days after receipt of notice, the non-defaulting party shall have the option to immediately terminate this Lease. Either party may terminate this Lease without liability at any time upon ten business days written notice if the other party becomes subject to bankruptcy or insolvency proceedings or has made an assignment for the benefit of creditors. In the event a federal, state or local law, regulation, ruling, or material change as described in Section 3, is adopted or issued that materially affects Lessor or its ability to continue to provide the Services so as to render, in Lessor's reasonable judgment, continuation of the Services unlawful or infeasible, either party may terminate this Lease upon written notice to the other party. Termination of this Lease, by either party and for any reason, shall invalidate the purchase option described in Section 4.
10. **No Warranties, Limitation of Liability.** LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR SUFFICIENCY OF THE SERVICES PROVIDED HEREUNDER AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, DESCRIPTION OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. IN NO EVENT SHALL LESSOR OR ANY OF ITS AFFILIATES, VENDORS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS BE LIABLE TO LESSEE OR ANY OF ITS AFFILIATES, END USERS, OR EMPLOYEES OR TO ANY THIRD PARTY FOR: (i) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY OF SERVICES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THIS LEASE, OR FOR ANY OTHER REASON, EVEN IF LESSEE ADVISES LESSOR OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR (ii) FOR ANY OUTAGE OR INCORRECT OR DEFECTIVE SERVICES PROVIDED BY LESSOR HEREUNDER, OR ANY CONSEQUENCES THEREOF.
11. **Indemnity.** Lessee shall indemnify and hold harmless Lessor, its affiliates, vendors, officers, directors, stockholders, employees and agents from any and all loss, cost, damages, expense or liability, including, without limitation, court costs and reasonable

attorneys fees, arising out of, in whole or in part, directly or indirectly, Lessee's use of the Service acquired hereunder. Lessee further agrees to hold Lessor harmless from any End User claim, suit, or other action as a result of Lessor's management of the Lessee's account, and subsequent impact upon, End User customer accounts. Lessor shall provide equivalent indemnity to Lessee.

12. **Regulations.** This Lease is made expressly subject to all present and future valid orders and regulations of any regulatory body having jurisdiction over the subject matter hereof and to the laws of the United States of America, any of its states, territories or possessions, or any foreign governmental agency having jurisdiction. In the event this Lease, or any of its provisions, shall be found contrary to or in conflict with any such order, rule, regulation or law, this Lease shall be deemed modified or automatically terminated to the extent necessary to comply with any such order, rule, regulation or law and to the extent possible, shall be modified in such a way as is consistent with the form, intent and purpose of this Lease.

13. **Government Authority.** Lessee represents and warrants that: (i) it is qualified to do business in each of the jurisdictions in which it conducts its business; (ii) it has received any and all necessary permits, licenses, approvals, grants, and charters necessary to carry out the business in which Lessee is engaged; and (iii) Lessee has complied with and will continue to comply with all laws, regulations, orders, and statutes which may be applicable to Lessee, whether local, state or federal, during the term of this Lease. From the date of this Lease until the termination hereof, Lessee agrees to operate in accordance with and to maintain current all such certifications, tariffs, permits, licenses, approvals, grants, charters, and to comply with all applicable laws, regulations, orders and statutes, whether local, state or federal. A breach by Lessee of any of the representations, warranties or covenants of this section may be deemed default hereunder.

14. **No Agency.** Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

15. **Force Majeure.** The parties obligations under this Lease are subject to, and neither party shall be liable for, delays, failure to perform (except the payment of money by Lessee for services utilized hereunder), damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, cable cuts, earthquake, act of terrorism, act of God, environmental elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the party's reasonable control. Lessee shall not represent that Lessor is responsible for the type or quality of Lessee's services to its End User.

16. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the provisions of this Lease or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision of this Lease, nor shall such a

failure by either party constitute a waiver of such provision at any future time, whether for same, similar, or dissimilar event(s).

17. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
18. **No Assignment.** Lessee shall not voluntarily, or by operation of law, assign, transfer, license, or otherwise transfer all or any part of its right, duties or other interests in this Lease without Lessor's prior written consent, such consent shall not be unreasonably withheld or delayed. Any attempt to make an Assignment in violation of this provision shall be null and void. Lessee's failure to comply with the assignment provision, as contained in this paragraph, shall give Lessor, at its sole discretion, the option to either accept the assignee or terminate this Lease. No assignment shall release the Lessee of its obligations hereunder, except as may be expressly provided in such assignment, as approved by Lessor.
19. **Amendment.** Except for Lessor's unilateral right to increase or decrease rates upon thirty days' notice as set forth in Section 3, this Lease may not be amended except by an instrument in writing, executed by an authorized officer of each party.
20. **Merger.** This Lease, including its Exhibits, supersedes and merges all prior Leases, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the making of this Lease relied upon by either party herein, whether written or oral, and embodies the parties complete and entire Lease with respect to the subject matter hereof. No statement of Lessee, oral or written, made before or after the execution of this Lease shall vary or modify the written terms hereof in any way whatsoever.
21. **Interpretation.** The words and phrases used herein shall have the meaning generally understood in the telecommunications industry. This Lease shall be construed in accordance with its fair meaning and not for or against either party.
22. **Third Party Beneficiaries/Parties in Interest.** This Lease has been made and is made solely for the benefit of the Lessor and Lessee, and their respective successors and permitted assigns. Nothing in this Lease is intended to confer any rights/remedies under or by reason of this Lease on any third party.
23. **Severability.** If any term or provision of this Lease is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Lease and such provision shall not affect the legality, enforceability, or validity of the remainder of this section. The stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is similar in tenor, intent, and consequences to the stricken provision as is legally possible.
24. **Representation of Authority.** Each party represents and warrants that: (i) the individual executing this Lease is authorized to bind the party on whose behalf he/she is

signing to the terms of this Lease; (ii) the execution and delivery of this Lease and the performance of such party's obligations hereunder have been duly authorized; and (iii) the Lease is a valid and legal Lease binding on such parties and enforceable in accordance with its terms.

25. **Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease.
26. **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when first attempt at delivery is made by reputable overnight carrier, the following business day if by facsimile, or the third business day when sent by prepaid U.S. Mail, to the address and facsimile numbers set forth set forth below:

If to Lessor:

Reunion Communications, Inc.
106 West Calendar Avenue, Suite 190
LaGrange, Illinois 60525

Attention: Kathryn A. Hoekstra, Secretary-Treasurer
Telephone: 630.243.7524
Facsimile: 630.243.7417

If to Lessee:

Cal Communications, Inc.
1572 Barclay Blvd.
Buffalo Grove, IL 60089

Attention: Carlos A. Lopez President
Email: clopez@calcomm.com
Telephone: 547.537.2425
Facsimile:

27. **Governing Law.** This Lease shall be in all respects, governed by, construed, and enforced in accordance with the laws of the State of Illinois, venue in DuPage County, Illinois, including all matters of construction, validity and performance. In any action or proceeding arising out of this Lease, the party prevailing in such action shall be entitled to recover its reasonable attorney's fees and costs, unless such attorney(s) is a salaried employee of the prevailing party.
28. **Counterparts.** This Lease may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

29. **Confidentiality, Trade Secrets.** Lessee acknowledges that Lessor's business depends to a significant degree upon the possession of information that is not generally known to others, and that the viability of Lessor's business requires that this information remain proprietary to Lessor. Accordingly, Lessee agrees that neither it nor any of its officers, directors, agents or employees, nor any of their affiliates will, except as required in the course of its relationship with Lessor, disclose or use during or subsequent to the term of this Lease, any Confidential information relating to Lessor's business of which Lessee becomes aware by reason of being associated with Lessor or to which Lessee gains access. Such information includes, but is not limited to, the terms and conditions contained herein, End User lists, lists of prospective End Users, vendor identities, data, records, traffic reports, sales information, computer programs, manuals, processes, methods and any other information otherwise used by Lessor in the operation of its business and not generally known by the public at large. All records and other materials relating in any way to any Confidential information shall be and remain Lessor's sole property during and after the term of this letter Lease. The unauthorized disclosure of this Lease or the terms hereof shall constitute a material breach hereof. Lessee and Lessor acknowledge and agree that unauthorized disclosure would cause irreparable harm, which would not be adequately compensated for by monetary damages. Thus, in addition to its remedies in law, upon unauthorized disclosure the harmed party shall be entitled to equitable relief, including without limitation a temporary restraining order (obtained ex parte) as well as permanent injunctive relief and the other waives all defenses to the issuance of such an Order, all without the need of posting a bond or similar financial requirement. Lessor will provide equivalent protection to Lessee's Confidential information.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written below.

REUNION COMMUNICATIONS, INC

By: Mark Widdow
Printed: MARK WIDDOW
Its: President
Date: 4-22-2011

CAL COMMUNICATIONS, INC.

By: [Signature]
Printed: Carlos A. Lopez
Its: PRESIDENT
Date: 4-22-11

Lessor Initials [Signature]
Lessee Initials [Signature]

List of Exhibits

- Exhibit A Description of Services
- Exhibit B Rates, Terms and Conditions
- Exhibit B-1 Schedule of Charges

Lessor Initials WJN
Lessee Initials DL

Network Facilities Lease and Switching Services

Exhibit A

Description of Services

Network Switch Port and Related Elements

Scope. This lease grants the lease of network switching and related facilities "TDM network switch port" designed to facilitate telecommunications services, based upon provisioning as done by Lessee. Software is specifically excluded from this lease.

1. Cantata Excel CSP
2. All common hardware required to function
3. AC/DC power
4. Support
5. Network and switch maintenance
6. Usage capacity
7. Access to Directory Assistance
8. Card 3, Port 1

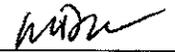
Services furnished by Lessor permit Lessee to establish an account for the transport and routing of Directory Assistance "411" traffic.

Lessor shall route Directory Assistance calls to a Direct Inward-Dialing or Toll-Free Number, at the discretion of the Lessor, via the Public Switched Telephone Network "PSTN".

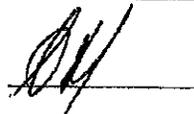
Access to Directory Assistance. Lessor will make access to Directory Assistance available to subscribers provisioned under this lease. Such calls will be billed directly to end user without cost or liability to Lessee, and methods of payment will be at the discretion of the Directory Assistance Lessor. Calls will be processed through the network switch and related facilities. Alternately, Lessee may elect to provide end users with a no-charge Directory Assistance service that is advertising supported; end user costs, if any, for advertising-supported Directory Assistance, are defined by the Lessee.

Authority. Lessee agrees that it will: (i) provision all toll Services to End Users upon the basis of Lessee's regulatory certifications to provide such services, and (ii) provide customer service to its End Users.

Lessor initials



Lessee initials



Network Switching and Facilities Lease

Exhibit B

Rates, Terms and Conditions

Statement Period. The statement period for the lease shall be each calendar month for the duration of the lease. The Monthly Recurring Charge "MRC" shall be charged on the first of each month on a prospective basis.

Billing Increments. Lessor will measure each Directory Assistance access call in an initial increment of six seconds and subsequent increments of six seconds, the duration of any partial period being rounded up to next increment.

Implementation. Lessor and Lessee mutually agree to implement the following items:

1. Daily Call Detail Reports of Directory Assistance access calls.
2. Training for key staff members via telephone conference call or in person.

Lessor initials

MDW

Lessee initials

[Signature]

Network Switching and Facilities Lease

Exhibit B-1

Charges

Network Elements

Description	Monthly Charge
Lease of Switch Port	\$1,550.00

Initial Costs

Description	Amount
Set-up fee	\$2,500.00

Transport Costs

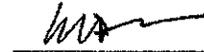
Description	Per Minute Charge
Directory Assistance Access	.022 per minute

<END OF EXHIBIT B-1>

Reunion Communications, Inc.
Cal Communications, Inc.
SP Lease - Exhibits A-B1 (1.0)
04-05-2011

12

Lessor initials



Lessee initials

