



September 27, 2013

Co-Mo Comm, Inc.
PO Box 220
Tipton, MO 65081

Federal Communication Commission, via electronic filing

RE: Connect America Fund Challenge; Docket No: 10-90

This document is Co-Mo Comm's challenge to CAF funding being utilized in the following census blocks:

291353851002043
291353851002101
291353851002048
291353851002084
291353851002045
291353851002081
291353851002090
291353851002089

Co-Mo Comm, Inc. in conjunction with its parent company, Co-Mo Electric Cooperative provides fiber to the home service in Central Missouri. Phase 1 of construction has been in process since May 15th of 2013 with over 350 miles of fiber optics out of 1,000 miles have been completed. All 1,000 miles in phase 1 will be complete by May of 2014. Co-Mo Comm is currently providing active broadband service to 675 subscribers of the over 3,500 that have committed to take service.

The census blocks list above are in the process of being constructed today and we have received 30 signed one year agreements for service in these census blocks. Service will be active in these census blocks by November 30th, 2013. These areas were designed, walked-out, pre-subscribed, and make-ready construction completed prior to the announcement of the CAF funding areas. We believe that it is against the intent of the CAF program to fund construction in an area that will have active fiber to the home services.

The attached map shows the fiber optic routing and the "M" symbol denotes subscribers who have committed to take service and have paid or have committed to pay \$100 for installation. We have also attached redacted copies of signed applications in each of the census blocks.

Co-Mo Electric Cooperative and Co-Mo Comm, Inc. has invested millions of dollars and committed to the members of Co-Mo Electric Cooperative to deliver state of the art fiber to the home services in the rural areas. This is a difficult enough endeavor without public funding being utilized by rate-capped carriers to provide DSL service where fiber already exists.

We respectfully request that the census blocks above be considered to be served by broadband service up to 100mbps download and 25mbps upload transmission speeds as of November 30th, 2013.

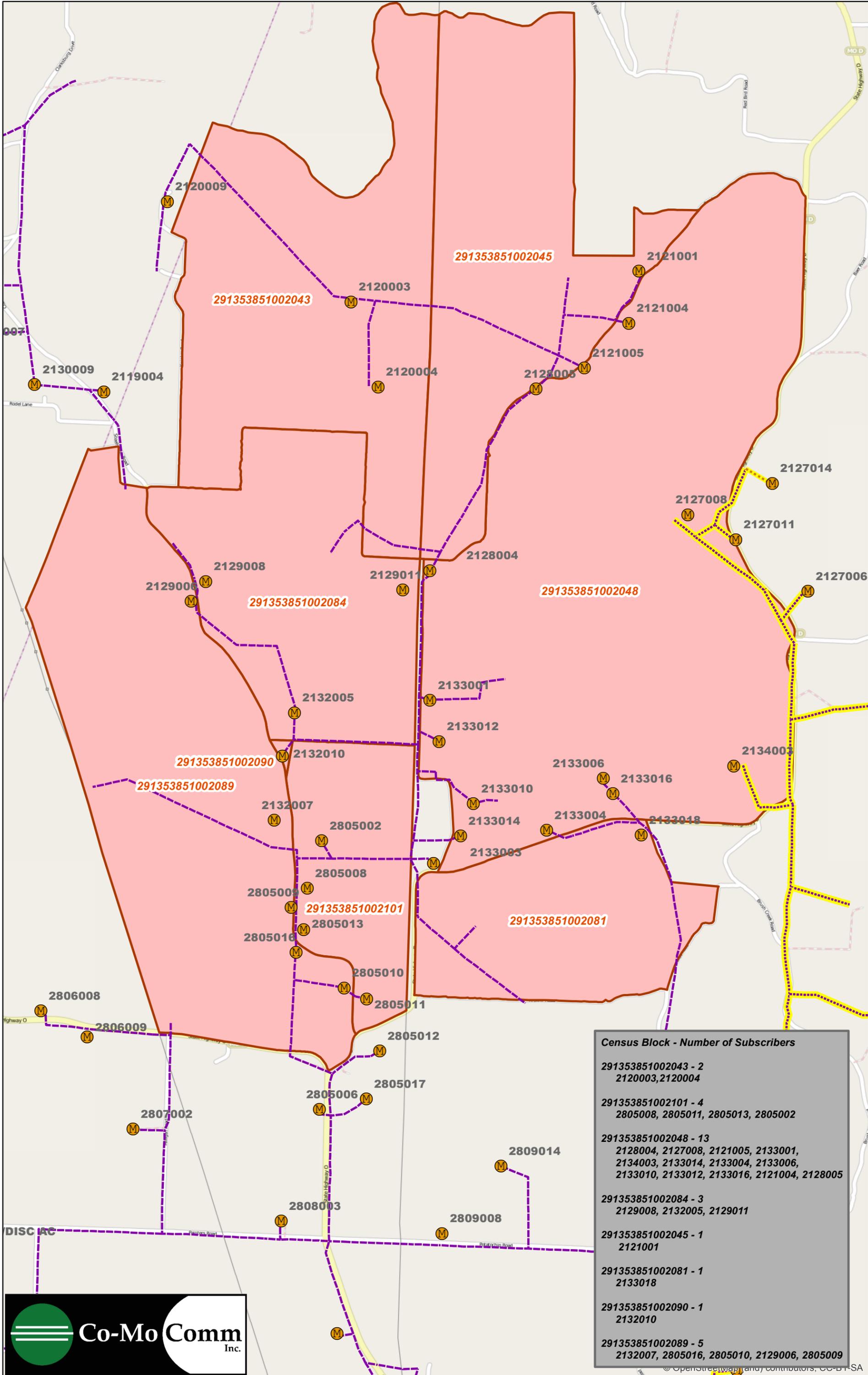
I, Randy Klindt, General Manager of Co-Mo Comm, Inc. certify under the penalty of perjury that the above statements are true and correct to the best of my knowledge and belief.

A handwritten signature in cursive script that reads "Randy Klindt".

Randy Klindt, General Manager
Co-Mo Comm, Inc.

09/27/2013

Date



Census Block - Number of Subscribers

291353851002043 - 2	2120003, 2120004
291353851002101 - 4	2805008, 2805011, 2805013, 2805002
291353851002048 - 13	2128004, 2127008, 2121005, 2133001, 2134003, 2133014, 2133004, 2133006, 2133010, 2133012, 2133016, 2121004, 2128005
291353851002084 - 3	2129008, 2132005, 2129011
291353851002045 - 1	2121001
291353851002081 - 1	2133018
291353851002090 - 1	2132010
291353851002089 - 5	2132007, 2805016, 2805010, 2129006, 2805009



APPLICATION FOR FIBER OPTICS COMMUNICATION SERVICE
CO-MO COMM, INC.

Census Block
291353851002043

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm, Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.
9. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
10. The Applicant agrees to take a level of service with a minimum value of \$39.95 per month for 12 months. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device.
11. Service can be reduced to off-season access for a reduced monthly charge for a maximum of 5 months between the months of October - March. The months selected for off-season reduction will not count towards the service commitment specified in section 10 above. If the off-season plan with limited internet access is selected, it will be capped and if subscriber exceeds capped service for that month, subscriber will be charged normal monthly service fee. The subscriber will be required to complete an additional application when they want to switch to off-season access. Bundled rate discounts will not apply to seasonal service.

Applicant's Name

Co-Mo Electric Account Number (where fiber service requested) Customer Number

Home Number Business Number Mobile Number

Current Email Address

Billing Address (Street, Route or PO Box), City, State and Zip Code

61422 Gooseberry Hollow, Calif. MO. 65018
(911) Address of Property, City, State and Zip Code (i.e. where service will be installed)

Applicant's Signature - By signing this application the Applicant is agreeing to the terms of this application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.

Construction presales application - Version: 12/13/2012

Please mail this completed application to:
Co-Mo Electric, PO Box 220, Tipton, MO 65081

Date

- Office Use Only -

Rec'd Date/Broadband Note Expired: 2/14/13

Rec'd by:

Bill Cycle:

Internet Account #:

Provisioned in Calix/Sent to Scanning: Yes: _____

Service Map Loc/Equipment Map Loc _____

APPLICATION FOR FIBER OPTICS COMMUNICATION SERVICE
CO-MO COMM, INC.

Census Block
291353851002101

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm, Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.
9. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
10. The Applicant agrees to take a level of service with a minimum value of \$39.95 per month for 12 months. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device.
11. Service can be reduced to off-season access for a reduced monthly charge for a maximum of 5 months between the months of October - March. The months selected for off-season reduction will not count towards the service commitment specified in section 10 above. If the off-season plan with limited internet access is selected, it will be capped and if subscriber exceeds capped service for that month, subscriber will be charged normal monthly service fee. The subscriber will be required to complete an additional application when they want to switch to off-season access. Bundled rate discounts will not apply to seasonal service.

[Redacted]
Applicant's Name
[Redacted]
Co-Mo Electric Account Number (where fiber service requested) Customer Number
[Redacted]
Home Number Business Number Mobile Number
[Redacted]
Current Email Address
[Redacted]
Billing Address (Street, Route or PO Box), City, State and Zip Code
26113 Highway KK, California, MO 65018
Same as above
(911) Address of Property, City, State and Zip Code (i.e. where service will be installed)
[Redacted]

Please mail this completed application to:
Co-Mo Electric, PO Box 220, Tipton, MO 65081

2-18-13

Date

- Office Use Only -

Rec'd Date/Broadband Note Expired: 2/21/13
Rec'd by: [Redacted]
Bill Cycle: _____
Internet Account #: _____
Provisioned in Calix/Sent to Scanning: Yes: _____
Service Map Loc/Equipment Map Loc: _____

Applicant's Signature - By signing this application the Applicant is agreeing to the terms of this application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.

**APPLICATION FOR FIBER OPTICS COMMUNICATION SERVICE
CO-MO COMM, INC.**

**Census Block
291353851002048**

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm, Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.
9. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
10. The Applicant agrees to take a level of service with a minimum value of \$39.95 per month for 12 months. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device.
11. Service can be reduced to off-season access for a reduced monthly charge for a maximum of 5 months between the months of October - March. The months selected for off-season reduction will not count towards the service commitment specified in section 10 above. If the off-season plan with limited internet access is selected, it will be capped and if subscriber exceeds capped service for that month, subscriber will be charged normal monthly service fee. The subscriber will be required to complete an additional application when they want to switch to off-season access. Bundled rate discounts will not apply to seasonal service.

Applicant's Name _____

Co-Mo Electric Account Number (where fiber service requested) _____ Customer Number _____

Home Number _____ Business Number _____ Mobile Number _____

Billing Address (Street, Route or PO Box), City, State and Zip Code
100421 Gooseberry Hollow Rd, Calyx, MO 65018
 (911) Address of Property, City, State and Zip Code (i.e. where service will be installed)

Applicant's Signature – By signing this application the Applicant is agreeing to the terms of this application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.

**Please mail this completed application to:
Co-Mo Electric, PO Box 220, Tipton, MO 65081**

Date

- Office Use Only -

Rec'd Date/Broadband Note Expired: 2/21/13

Rec'd by: _____

Bill Cycle: _____

Internet Account #: _____

Provisioned in Calix/Sent to Scanning: Yes: _____

Service Map Loc/Equipment Map Loc: _____

**APPLICATION FOR FIBER OPTICS COMMUNICATION SERVICE
CO-MO COMM, INC.**

**Census Block
291353851002084**

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm, Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.
9. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
10. The Applicant agrees to take a level of service with a minimum value of **\$39.95** per month for **12 months**. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device.
11. Service can be reduced to off-season access for a reduced monthly charge for a maximum of 5 months between the months of October - March. The months selected for off-season reduction will not count towards the service commitment specified in section 10 above. If the off-season plan with limited internet access is selected, it will be capped and if subscriber exceeds capped service for that month, subscriber will be charged normal monthly service fee. The subscriber will be required to complete an additional application when they want to switch to off-season access. Bundled rate discounts will not apply to seasonal service.

Applicant's Name

Co-Mo Electric Account Number (where fiber service requested) **Customer Number**

Home Number **Business Number** **Mobile Number**

Current Email Address

Billing Address (Street, Route or PO Box), City, State and Zip Code
24946 Cheese Factory Rd. California, Mo. 65018
(911) Address of Property, City, State and Zip Code (i.e. where service will be installed)

Please mail this completed application to:
Co-Mo Electric, PO Box 220, Tipton, MO 65081

2-25-13

Applicant's Signature – By signing this application the Applicant is agreeing to the terms of this application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

Date

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.

- Office Use Only -

Rec'd Date/Broadband Note Expired: _____
 Rec'd by: _____
 Bill Cycle: _____
 Internet Account #: _____
 Provisioned in Calix/Sent to Scanning: Yes: _____
 Service Map Loc/Equipment Map Loc _____

Census Block
291353851002045

From: #Info@co-mo.net
Sent: Monday, December 10, 2012 3:40 PM
To: [REDACTED]
Cc: #Info@co-mo.net
Subject: Your Co-Mo Connect Application

Thank you for signing up for Co-Mo Connect Fiber Optic service! When construction begins in your area we will contact you to find out which services you would like to receive. Check back on our home page to see the status of your neighborhood signups.

Below is the information you submitted:

Account: [REDACTED]
Name: [REDACTED]
Company: [REDACTED]
Phone: [REDACTED]
Signed by: [REDACTED] location 60128 GOOSEBERRY HOLLOW, CALIFORNIA MO 65018

by signing up you agreed to the terms of the application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility. Additional wiring to locations in the same building will be an additional charge.

The text of the application you agreed to is below for your records:

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm, Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.

5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.

6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.

7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.

8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.

9. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

10. The Applicant agrees to take a level of service with a minimum value of \$39.95 per month for 12 months. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device.

11. Service can be reduced to off-season access for a reduced monthly charge for a maximum of 5 months between the months of October - March. The months selected for off-season reduction will not count towards the service commitment specified in section 10 above. If the off-season plan with limited internet access is selected, it will be capped and if subscriber exceeds capped service for that month, subscriber will be charged normal monthly service fee. The subscriber will be required to complete an additional application when they want to switch to off-season access. Bundled rate discounts will not apply to seasonal service.

APPLICATION FOR FIBER OPTICS COMMUNICATION SERVICE
CO-MO COMM, INC.

Census Block
291353851002081

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm. Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.
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7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.
9. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
10. The Applicant agrees to take a level of service with a minimum value of **\$39.95** per month for **12 months**. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device.
11. Service can be reduced to off-season access for a reduced monthly charge for a maximum of 5 months between the months of October - March. The months selected for off-season reduction will not count towards the service commitment specified in section 10 above. If the off-season plan with limited internet access is selected, it will be capped and if subscriber exceeds capped service for that month, subscriber will be charged normal monthly service fee. The subscriber will be required to complete an additional application when they want to switch to off-season access. Bundled rate discounts will not apply to seasonal service.

Applicant's Name _____
Co-Mo Electric Account Number (where fiber service requested) _____ Customer Number _____
Home Number _____ Business Number _____ Mobile Number _____
Current Email Address _____
Billing Address (Street, Route or PO Box), City, State and Zip Code _____
(911) Address of Property, City, State and Zip Code (i.e. where service will be installed) _____

Please mail this completed application to:
Co-Mo Electric, PO Box 220, Tipton, MO 65081

Applicant's Signature _____

By signing this application the Applicant is agreeing to the terms of this application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.

Date _____

- Office Use Only -
Rec'd Date/Broadband Note Expired: 12/20/13
Rec'd by: _____
Bill Cycle: _____
Internet Account #: _____
Provisioned in Calix/Sent to Scanning: Yes: _____
Service Map Loc/Equipment Map Loc: _____

[REDACTED]

From: #Info@co-mo.net
Sent: Tuesday, December 11, 2012 8:32 AM
To: [REDACTED]
Cc: #Info@co-mo.net
Subject: Your Co-Mo Connect Application

Census Block
291353851002090

Thank you for signing up for Co-Mo Connect Fiber Optic service! When construction begins in your area we will contact you to find out which services you would like to receive. Check back on our home page to see the status of your neighborhood signups.

Below is the information you submitted:

Account: [REDACTED]
Name: [REDACTED]
Company: [REDACTED]
Phone: [REDACTED]
Signed by: [REDACTED] location 2555 HWY KK, CALIFORNIA MO 65018

by signing up you agreed to the terms of the application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility. Additional wiring to locations in the same building will be an additional charge.

The text of the application you agreed to is below for your records:

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm, Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.

5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.
9. In the event a dispute shall arise between the Provider and the Applicant, the parties hereby agree that the dispute shall be referred to one of a USA&M approved arbitrator's office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
10. The Applicant agrees to take a level of service with a minimum value of \$39.95 per month for 12 months. Optional additional services are available to the Applicant upon request. If the Applicant would disconnect service or default in payment, an early termination fee will apply. The early termination fee will not exceed the remainder of the 12 months of service multiplied by the minimum level of service agreed to in this application. The length of term and monthly billing for service begins once the service has been installed and connected to the Applicant's device.
11. Service can be reduced to off-season access for a reduced monthly charge for a maximum of 5 months between the months of October - March. The months selected for off-season reduction will not count towards the service commitment specified in section 10 above. If the off-season plan with limited internet access is selected, it will be capped and if subscriber exceeds capped service for that month, subscriber will be charged normal monthly service fee. The subscriber will be required to complete an additional application when they want to switch to off-season access. Bundled rate discounts will not apply to seasonal service.

APPLICATION FOR FIBER OPTICS COMMUNICATION SERVICE
CO-MO COMM, INC.

Census Block
291353851002089

The undersigned (hereinafter called the "Applicant") hereby applies for communication service with Co-Mo Comm, Inc., (hereinafter called the "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and be bound by the provisions of the Bylaws of the Provider, and such terms of service as may from time to time be adopted by the Provider. The terms of service agreement can be viewed online at www.co-mo.net.
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Co-Mo Electric and/or Co-Mo Comm on and through their property to provide service extensions to self and other adjacent subscribers as well as to perform necessary maintenance, service upgrades and periodic right-of-way re-clearing work. When possible all service extensions will follow the existing Co-Mo Electric Cooperative, Inc. electrical service lines.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the terms of service agreement found at www.co-mo.net, and as further defined by local, state, and federal laws and regulations.
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[Redacted]

Applicant's Name
[Redacted]

Co-Mo Electric Account Number (where fiber service requested) Customer Number
[Redacted]

Home Number Business Number Mobile Number
[Redacted]

Current Email Address
[Redacted]

Billing Address (Street, Route or PO Box), City, State and Zip Code
25904 STATE RD KK, CALIFORNIA MO 65018

(911) Address of Property, City, State and Zip Code (i.e. where service will be installed)
[Redacted]

Please mail this completed application to:
Co-Mo Electric, PO Box 220, Tipton, MO 65081

[Redacted]

Applicant's Signature - By signing this application the Applicant is agreeing to the terms of this application and to pay a \$100 basic installation fee that will be applied to your electric bill prior to installation. The Applicant also agrees to maintain a minimum service level of \$39.95 per month for the period specified in section 10 beginning upon installation and to comply with all the terms in this application.

The \$100 installation fee covers basic installation for one data connection, one voice line, and 2 video set top boxes in one facility completed during one installation trip. Additional wiring to locations in the same building will be an additional charge.

[Redacted]

Date

- Office Use Only -

Rec'd Date/Broadband Note Expired: 04/12/13

Rec'd by: [Redacted]

Bill Cycle: [Redacted]

Internet Account #: _____

Provisioned in Calix/Sent to Scanning: Yes: _____

Service Map Loc/Equipment Map Loc: _____