

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Arthur Mutual Telephone Company, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3-13-2010

Provider

By: 

Date: 3-11-10

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Ayersville Tel. Co, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**


This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Provider

By:  Rogersville Tel. Co.

Date: 5-12-10

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Bascom Mutual Telephone Company, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.



Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

**Com Net**

By:  \_\_\_\_\_

Date: 3-23-2010

**Provider**

By:  \_\_\_\_\_

Date: 3/22/2010

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Benton Ridge Telephone Co., a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

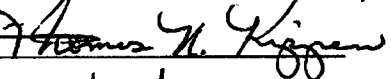
**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Provider Benton Ridge Telephone Co.

By: 

Date: 3/22/10

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Buckland Telephone Co., a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

- (i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or
- (ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

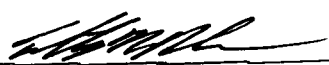
This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

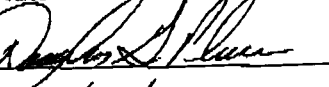
**AGREED TO BY:**

**Com Net**

By: 

Date: 3/23/2010

**Provider**

By: 

Date: 3/17/10

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and The Champaign Telephone Company, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,



however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants (“Other Participants”) have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

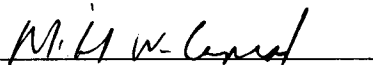
**AGREED TO BY:**

**Com Net**

By: 

Date: 3/15/2010

**Provider**

By: 

Date: March 15, 2010

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and *Farmers Mutual Telephone Co.*, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Provider *Farmers Mutual Telephone Co.*

By: 

Date: 3-15-10

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and FJ Communications, Inc, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants (“Other Participants”) have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.


**AGREED TO BY:**

**Com Net**

By: 

Date: 3/23/2010

**Provider**

By: 

Date: 3/17/10



## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Glandorf Telephone Co., Inc., a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Dillgence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.


**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Glandorf Telephone Co., Inc.

By: 

Date: 3-22-2010

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Kalida Telephone Company, Inc., a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

**KALIDA TELEPHONE COMPANY, INC.**

By: 

Date: 3/15/2010

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and McClure Telephone Company, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants (“Other Participants”) have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.



Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Provider McClure Telephone Company

By: Duane E. Schroeder

Date: March 11, 2010

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and The Middle Point Home Telephone Company, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

### **§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

### **§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

### **§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

### **§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

### **§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the of the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

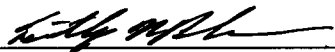
This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3/13/2010

Provider

By: 

Date: 3/11/2010

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and New Knoxville Telephone Co., a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**


This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Provider New Knoxville Telephone Co.

By: Patton Meyer - General Manager

Date: 3-16-10

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and North West Net, Inc., a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,



however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

### **§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

### **§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

### **§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

### **§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

### **§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

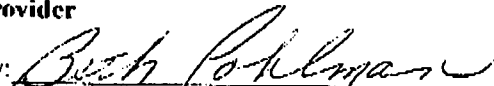
**AGREED TO BY:**

**Com Net**

By: 

Date: 3-23-2010

**Provider**

By: 

Beth Pohlman, Manager  
North West Net, Inc.

Date: 3-15-2010

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and The Ottoville Mutual Telephone Company, a Last Mile Broadband Service Provider and GigLPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BIOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BIOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigFPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence: Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith: Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BIOP

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

**Com Net**

By: 

Date: 3-23-2010

**Provider**

By: 

Date: 03 12 2010

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Ridgeville Tel. Co., a Last Mile Broadband Service Provider and GigE/PAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

- (i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or
- (ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Provider

By: 

Date: 3-16-10



## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and SAH Bright.net, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

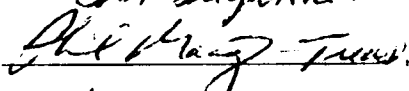
**AGREED TO BY:**

Com Net

By: 

Date: 3-23-2010

Provider SAT Bright.net

By: 

Date: 3/12/10

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Sherwood Mutual Telephone, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

**Com Net**

By: 

Date: 3-23-2010

**Provider**

By: 

Date: 3-17-2010

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Sycamore Telephone Company and its affiliate Sycamore Cellular Telephone Co. dba Sycom Cellular, collectively a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.



Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

**Com Net**

By: 

Date: 3-23-2010

**Provider**

By: 

Date: 3-15-10

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and TSC, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

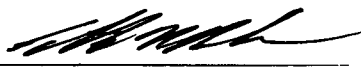
This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

**Com Net**

By: 

Date: 3/23/2010

**Provider**

By: 

Date: 3/19/2010

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and WABASH MUTUAL TELEPHONE, a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,

however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

**§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

**§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

**§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

**§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

**§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

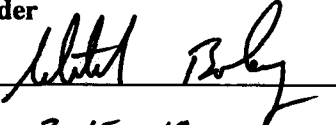
**AGREED TO BY:**

**Com Net**

By: 

Date: 3-23-2010

**Provider**

By:  CEO

Date: 3-15-10

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to outline the principal terms upon which Com Net, Inc. ("Com Net") and Waldron Telephone Co. / Waldron Communication Co., a Last Mile Broadband Service Provider and GigEPAC Participant ("Provider"), will agree to work together to plan, develop and implement certain middle mile route components ("Proposed Transaction"), subject to, among other things, Com Net's receipt of BTOP grant funds (defined below), completion of due diligence, and the negotiation and execution of a definitive agreement ("Definitive Agreement").

This Memorandum of Understanding is not intended to be legally binding on either party with the exception of sections 4-11 below which shall remain binding and enforceable (the "Continuing Provisions"), but instead constitutes the basis for completion of due diligence and negotiations concerning the Proposed Transaction. Any legal obligations of the parties with respect to the Proposed Transaction, or any other matters referred to in this Memorandum of Understanding, other than the Continuing Provisions identified above, shall be established only by the Definitive Agreement, when and if negotiated, executed, and delivered by the parties.

### **§1. Project.**

On or before March 26, 2010, Com Net shall use its best efforts to prepare and submit a proposal under round two (2) of the Broadband Technologies Opportunities Program ("BTOP") as issued on January 22, 2010 ("Proposal"). The Proposal will request grant monies to construct a middle mile infrastructure. If built, the Provider will use the middle mile route components for one or more of the following purposes:

- a) Connection to Com Net for Video Signal Acquisition Services;
- b) Connection to Com Net for Dedicated Internet Access Services;
- c) Connection to Com Net for IP Content Services;
- d) Connection to Com Net for IP Voice Termination Services;
- e) Connection to Provider's central or remote offices for enterprise network solutions to private and public institutions;
- f) Connection to third party Interstate Transport Provider Points-of-Presence for Interstate Point-to-Point Transport Services, Point-to-Multipoint Transport Services and/or Carrier Dedicated Internet Access Port and Bandwidth Services;
- g) Utilization of fiber plant facilities in Provider's network pursuant to a 15 year Irrevocable Right of Use; or
- h) Other uses the Provider may identify by its own means as beneficial to its network, services and/or business.

### **§2. Project Development.**

If the Proposal is successful and Com Net is awarded grant funds, the parties shall use their best good faith efforts to negotiate a Definitive Agreement for the Proposed Transaction containing the terms set forth in this Memorandum of Understanding, along with other customary terms, conditions, representations, warranties and covenants, and indemnification as are appropriate or necessary in a transaction of this type. The Definitive Agreement shall be for a term of five (5) years, provided,



however, the parties shall have the ability to mutually agree to extend the term of the Definitive Agreement for a term not to exceed twenty (20) years.

The parties acknowledge that additional GigEPAC Participants ("Other Participants") have also agreed or may agree in the future to use the middle mile components developed under the Definitive Agreement. The parties shall use their best good faith efforts to cooperate with one another and all Other Participants in the development and implementation of the middle mile components.

### **§3. Due Diligence; Timing.**

Upon submission of the Proposal, the parties shall act in good faith to complete their due diligence and immediately commence negotiation of a Definitive Agreement.

### **§4. Expenses.**

Each party shall bear its own expenses, including legal, accounting and financial advisory fees and expenses, related to the Proposed Transaction. Com Net shall pay any costs associated with the submission of the Proposal, provided, however, in the event travel is required in connection with review of the Proposal, each party shall bear its own travel expenses and related costs. This provision shall survive the termination of this Memorandum of Understanding.

### **§5. Confidentiality.**

Each party agrees that the Proposed Transaction and the contemplated terms thereof are highly confidential. Both parties have entered into a Confidentiality Agreement, which shall remain in full force and effect at all times prior to any consummation of the Proposed Transaction. This provision shall survive the termination of this Memorandum of Understanding.

### **§6. Non-Solicitation.**

Provider acknowledges that in connection with the Potential Transaction, Com Net will disclose to Provider the identity of certain of its existing and potential customers. Provider agrees that during the term of this Memorandum of Understanding, Provider shall not directly or indirectly induce or attempt to induce any customer or other business relation of Com Net to cease doing business (or materially reduce the amount of business done) with Com Net nor shall Provider otherwise call-on, solicit, service or in any other way interfere with the relationship between any such customer or business relation and Com Net.

### **§7. Good Faith; Termination.**

The parties agree to pursue the negotiation of the Definitive Agreement diligently and in good faith. This Memorandum of Understanding shall terminate automatically upon either of the following events:

(i) Com Net's receipt of correspondence or other documentation that definitively denies the Proposal; or

(ii) the parties' failure to execute a Definitive Agreement within 30 days of Com Net's notice of award of funds under the BTOP.

Notwithstanding such termination, the Continuing Provisions shall remain in full force and effect after such termination.

**§8. Governing Law.**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Ohio.

**§9. No Partnership.**

Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not be construed as creating a partnership or joint venture between the parties.

**§10. Modification.**

This Memorandum of Understanding may not be modified, amended, added to or otherwise varied except by a document in writing signed by each the parties.

**§11. Complete Agreement.**

This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this Memorandum of Understanding.

**§12. Counterparts.**

This Memorandum of Understanding may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

**AGREED TO BY:**

**Com Net**

By: 

Date: 3-23-2010

**Provider**

By: 

Date: 03/22/10