

## **AGREEMENT FOR ASSIGNMENT OF MEMBERSHIP INTERESTS**

In consideration of the Recitals hereto, the respective promises, covenants, agreements and warranties of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, each intending to be legally bound, hereby covenant and agree as follows:

### **RECITALS**

- A. THIS ASSIGNMENT OF MEMBERSHIP INTERESTS ("Agreement") is made and effective ""Effective Date") when all Parties have signed it and compliance with Section 6 herein has occurred, the Parties consisting of Penny Drucker and David Drucker ("Assignors"), and Oscar Ibarra and Paul Garber ("Assignees").
- B. Assignor Penny Drucker owns 68% of the membership interests (stock) in Cayo Hueso Networks, LLC ("Cayo Hueso").
- C. Assignees currently own 32% of the membership interests (stock) in Cayo Hueso, 12% by David M. Drucker and 20% by Oscar Ibarra.
- D. Assignor Penny Drucker desires and intends to transfer and assign to Assignees 23% of her membership interest in Cayo Hueso and Assignor David Drucker desires and intends to transfer and assign to Assignees his 12% interest in Cayo Hueso, such that upon and after such transfer the Parties will hold the following membership interests in Cayo Hueso: Penny Drucker will own 45% of the membership interests; Oscar Ibarra will own 45% of the membership interests; and Paul Garber will own 10% of the membership interests, with Oscar Ibarra serving as Manager of Cayo Hueso.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and other agreements contained herein, Assignor and Assignees agree that:

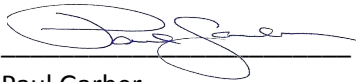
- 1. Assignor Penny Drucker hereby assigns, conveys, transfers and delivers her 23% interest in Cayo Hueso, irrevocably and absolutely, to Assignees.
- 2. Assignor David Drucker hereby assigns, conveys, transfers and delivers his 12% interest in Cayo Hueso, irrevocably and absolutely, to Assignees.
- 3. Assignees Oscar Ibarra and Paul Garber hereby accept the foregoing assignment and transfers so that they own, respectively, 45% and 10% of Cayo Hueso.
- 4. Assignors hereby represent and warrant that their interests transferred under this Agreement to Assignees are free and clear of all liens, claims encumbrances and other restrictions of any kind, that Assignors have full right and legal authority to assign their respective membership interests.

Assignors acknowledge that upon the transfer of their respective membership interests in Cayo Hueso to Assignees under this Agreement, Assignor Penny Drucker shall own 45% of the membership interests in Cayo Hueso, Assignor David Drucker will own zero membership interests in Cayo Hueso, Assignee Oscar Ibarra will own 45% of the membership interests in Cayo Hueso, and Assignee Paul Garber will own 10% of the membership interests of Cayo Hueso. Together, the Parties will own 100% of the said interests.

5. No consent is required beyond the provisions of this Agreement for admission of Paul Garber or the additional interests acquired or surrendered in Cayo Hueso by the other Parties.
6. Cayo Hueso will continue as a limited liability company and shall not be dissolved and its business and operations shall not be liquidated or wound up because of the transfer of the aforementioned membership interests. Surviving membership interest holders hereby ratify and agree to be bound by the terms and conditions of Cayo Hueso's Operating Agreement, as amended. Upon dissolution or disposition of assets of Cayo Hueso, David M. Drucker's loans and advances will be paid first to the extent proceeds permit.
7. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall, to the greatest extent possible, not affect the legality or validity of the remainder of this Agreement. All fo the terms, representations, warranties, and other provisions hereof shall survive and remain in effect after consummation of the assignment of interests referenced herein, recognizing that no such assignment shall be effective until after final approval by the Federal Communications Commission.
8. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to its principles of conflicts of law. This Agreement may be executed in one or more counterparts, each deemed an original all together constituting the same instrument. Email or facsimile transmission shall have the same effect as original signatures.

IN WITNESS WHEREOF, each of the undersigned parties has duly executed this Agreement, effective as of the Effective Date:

**ASSIGNEES:**

_____	_____
Oscar Ibarra	Date
	<u>12/28/13</u>
Paul Garber	Date

**ASSIGNORS:**

_____	_____
Penny Drucker	Date
_____	_____
David M. Drucker	Date