

**LIMITED LIABILITY COMPANY AGREEMENT
OF
CAYO HUESO NETWORKS, LLC**

Amended and Restated as of December 6, 2013

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement"), originally made as of JANUARY 10, 2001, and hereby amended and restated by and among those persons executing this Agreement as members of the Company (collectively, the "Members" and each, individually, a "Member").

ARTICLE I: DEFINITIONS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for the purposes of this Agreement, have the meaning herein specified.

"Affiliate" means with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Limited Liability Company Agreement as amended, modified, supplemented or restated from time to time.

"Articles of Organization" means the Articles of Organization and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Colorado pursuant to the Colorado Act.

"Capital Contribution" means, with respect to any Member, the aggregate amount of money and the fair market value of any property (other than money) contributed to the Company pursuant to Section 4.1 hereof with respect to the Membership Units held by such Member.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means CAYO HUESO NETWORKS, LLC, the limited liability company formed and continued under and pursuant to the Colorado Act and this Agreement.

"Covered Person" means a Member, Officer, Manager, or their respective Affiliates, or any employee or agent of the Company or its Affiliates.

"Colorado Act" means the Colorado Limited Liability Company Act, as amended from time to time.

"Fiscal Year" means the period commencing upon the formation of the Company and ending on December 31 (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clause (ii) of this sentence for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article VII hereof.

"Majority Vote" means the approval of, or the affirmative vote by, a Member or Members holding at least a majority of the Membership Units at a meeting at which a quorum is present.

"Manager" means a Person designated by the Members as a manager of the Company within the meaning of the Colorado Act and shall include Officers of the Company.

“Member” means any Person named as a member of the Company on Schedule A hereto and includes any Person admitted as an Additional Member pursuant to the provisions of this Agreement, in such Person’s capacity as a member of the Company, and “Members” means two or more of such Persons when acting in their capacities as members of the Company. For purposes of the Colorado Act, the Members shall constitute one class or group of members.

“Membership Interest” means a Member’s ownership interest in the Company. The nature and quantification of the Member’s Membership Interest is determined by the number of Membership Units held by such Member.

“Membership Unit” means an interest in the Company representing such fractional interest in the Company of all Members pursuant to this Agreement as is equal to the quotient of one divided by the total number of Membership Units. The number of Membership Units allocated to each Member is as set forth on Schedule A hereto as amended from time to time or as otherwise shown on the books of the Company.

“Net Cash Flow” means, for each Fiscal Year or other period of the Company, the gross cash receipts of the Company from all sources, less all amounts paid by or for the account of the Company during the same Fiscal Year or other period (including, without limitation, payments of principal and interest on any Company indebtedness), and less any amounts determined by the Members to be necessary to provide a reasonable reserve for working-capital needs or any other contingencies of the Company. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, depletion, similar allowances or other non-cash items, but shall be increased by any reduction of reserves previously established.

“Officer” means an officer of the Company as designated by the Members.

“Person” includes any individual, association, partnership (general or limited), joint venture, trust, estate, limited liability company or partnership, or other legal entity or organization.

“Profits” and “Losses” means, for each Fiscal Year, the net profits or net losses, as the case may be, of the Company for such Fiscal Year.

“Quorum” means, with respect to a meeting of Members, the holders of a majority of the Membership Units present in person or represented by proxy. With respect to a meeting of Members, “Quorum” means at least a majority of Members.

“Supermajority Vote” means the approval of at least two-thirds of the total number of appointed Members at a meeting at which there is a quorum.

“Treasury Regulations” means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time.

“Unit” means a Unit of the Company, with the rights and preferences set forth herein.

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II: FORMATION AND TERM

Section 2.1 Formation.

- (a) The Company has previously been organized as a limited liability company under the Colorado Act. The rights and liabilities of the Members shall be as provided herein, except as otherwise expressly provided in the Articles of Organization or the Act.
- (b) Upon the execution of this Agreement or a counterpart of this Agreement, the Persons named on Schedule A attached hereto shall be admitted as Members of the Company.
- (c) The name and mailing address of each Member shall be listed on Schedule A attached hereto. The Company shall update Schedule A from time to time as necessary to accurately reflect the information therein. Any amendment or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

Section 2.2 Name. The name of the Company is CAYO HUESO NETWORKS, LLC.

Section 2.3 Term. The term of the Company commenced on the date the Articles of Organization was filed in the office of the Secretary of State of the State of Colorado and, unless the Company is dissolved in accordance with the provisions of this Agreement or the Colorado Act, shall continue for a perpetual term.

Section 2.4 Registered Agent and Office. The Company's registered agent and office in the state of Colorado shall be as set forth in the Articles of Organization, as the same may from time to time be amended.

Section 2.5 Principal Place of Business. The principal place of business of the Company shall be at 29833 Ruby Ranch, Evergreen, CO 80439 (mailing address PO Box 1471 Evergreen, CO 80437). At any time, the Members may change the location of the Company's principal place of business.

ARTICLE III: PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose and Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, proper, advisable or convenient to or for the furtherance of the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Colorado Act, including, but not limited to, the power:

- (a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Colorado Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;
- (b) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with the Members or any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;
- (c) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;
- (d) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(e) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

ARTICLE IV: CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS AND LOANS TO THE COMPANY

Section 4.1 Capital Contributions.

(a) Each Member shall contribute to the capital of the Company the amount set forth opposite such Member's name on Schedule A attached hereto.

(b) No Member shall be required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company upon the approval of the Members.

(c) If the Members approve a Capital Call by a 2/3 or greater majority of Members based upon a determination that the reasonable business requirements of the Company require additional capital, then all Members shall have the right to contribute a proportionate share of capital based on the percentage of their respective Units at the time of the Capital Call. Unless otherwise agreed by all the Members, the allocation of Member Units shall be adjusted after any Capital Call to reflect the contributions of respective members. In the event Members cannot agree, the respective Membership Units shall be re-allocated based upon the change in book/balance sheet value prior to and following the Capital Call. For example, if the Company had 4 members each holding 25 units prior to the capital call, and the book value increased by 50% based on the equal contribution of 2 Members, the allocation would be adjusted to reflect a 16.6% each of non-contributing Members, and a 33.33% interest for each contributing Member.

Section 4.2 Members' Interests and Units. A Member's interest in the Company shall be represented by the Membership Units held by such Member. Each Membership Unit of the Company shall have equal rights and preferences with all other Membership Units. The number of Membership Units allocated to each Member is as set forth on Schedule A to this Agreement. Except as specifically set forth in this Agreement, no change in the Capital Account of a Member shall affect the number of Membership Units to which such Member is entitled.

Section 4.3 Status of Capital Contributions.

(a) No Member shall have the right to demand or receive property other than cash from the Company, except as may be specifically provided in this Agreement.

(b) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement.

(c) Except as otherwise provided herein and by the Colorado Act, the Members shall be liable only to make their capital contributions pursuant to Section 4.1 hereof, and no Member shall be required to lend any funds to the Company or, after a Member's Capital Contributions have been fully paid pursuant to Section 4.1 hereof, to make any additional capital contributions to the Company. No Member shall have any personal liability for the repayment of any Capital Contribution of any other Member.

Section 4.4 Capital Accounts; Adjustment to Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Member in accordance with the following provisions:

(i) such Member's Capital Account shall be credited with such Member's Capital Contributions, such Member's distributive share of Profits, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member;

(ii) such Member's Capital Account shall be debited with the amount of cash and the fair market value of any Company assets distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(b) Upon any transfer of a Member's interest in the Company, the transferee shall succeed to the allocable portion of the transferor's Capital Account; and

(c) Upon the issuance of Membership Units to an Additional Member, an additional Capital Contribution by an existing Member, or upon a disproportionate distribution to a Member in exchange for Membership Units in the Company, the Manager (if approved by a Members vote) may restate the Capital Accounts of the Members to reflect the fair market value of the assets of the Company at such time.

Section 4.5 Loans to the Company. If any Member loans any funds to the Company in excess of such Member's Capital Contributions, the amount of such loan shall neither increase such Member's Capital Account, however the amount of any such loan shall vest said Member with additional Units valued at 1 Unit per \$1,000 of loan. Said Units shall carry full rights of voting and distribution, and any and all other rights that would pertain under this Agreement. The amount of any such loan shall be a debt obligation of the Company to such Member and shall be repaid to it by the Company upon such other terms and conditions as shall be mutually determined by such Member and the Company. Current Member Penny Drucker shall be deemed to have contributed \$41,000 as of this date (the "Drucker Loan"). The Drucker Loan shall be repaid by the Company on the basis of a Promissory Note to be executed contemporaneously hereto. Repayment by the Company of the Drucker Loan shall not affect the allocation of Units set forth herein. As to any and all further loans, unless otherwise agreed by a 75% majority of outstanding Units, upon repayment of any loan amounts (other than the Drucker Loan as described hereinabove), said Members Unit allocations shall be reduced by 1 Unit for every \$1,000 of principal debt repayment. Any such loan shall be payable and collectible only out of Company assets, and no Member shall be personally obligated to repay any part thereof.

ARTICLE V: MEMBERS AND MEETINGS OF MEMBERS

Section 5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement and the Colorado Act. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

The Members may delegate responsibilities for the operation of the Company to the Officers specified in this Agreement or to any other Officers as they may from time to time determine by resolution creating the office and defining the duties thereof.

Section 5.2 Meetings of the Members. The Members may hold meetings, both regular and special, either within or without the State of Colorado. Meetings may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings.

Section 5.3 Quorum and Acts of the Members. At all meetings of the Members, a Quorum shall be required for the transaction of business and the act of a majority of the Members present at any meeting at which there is a Quorum shall be the act of the Company.

Section 5.4 Reimbursements. The Company shall reimburse the Members for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Company, in accordance with policies established by the Company from time to time. Such reimbursement, if any, shall be treated as an expense of the Company that shall be deducted in computing the Net Cash Flow and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Member.

Section 5.5 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 5.6 Meetings of Members.

- (i) An annual meeting of the Members for the transaction of any appropriate business shall be held, in each year, at such place either within or without the State of Colorado as shall be designated by the President and stated in the notice of the meeting. Special meetings of Members for any purpose or purposes may be held at such time and place, within or without the State of Colorado, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.
- (ii) Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each Member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.
- (iii) Special meetings of the Members, for any purpose or purposes, may be called by the President and shall be called by the President at the request in writing of a majority of the Members. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 5 nor more than 60 days before the date of the meeting, to each Member entitled to vote at such meeting. Business transacted at any special meeting of Members shall be limited to the purposes stated in the notice.
- (iv) A Quorum shall be required for the transaction of business at any meeting of Members, except as otherwise provided by this Agreement.
- (v) When a Quorum is present at any meeting, a Majority Vote shall decide any question brought before such meeting.
- (vi) Unless otherwise provided in this Agreement, any action required to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members (including any actions requiring a Supermajority Vote), may be taken without a meeting, upon at least 48 hours written notice to all Members, if a consent in writing, setting forth the action so taken, shall be signed by the holders of at least the number of Membership Units necessary to approve the action.

ARTICLE VI: OFFICERS

Section 6.1 Officers. The Officers of the Company shall be chosen by the Members and may include a President, Vice President, Secretary, Treasurer and any other Officers deemed appropriate by the Members. Any number of offices may be held by the same person. Any such Officer chosen by the Members is by such choice designated a Manager by the Members for purposes of the Colorado Act. The Members may appoint such Officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The salaries of all Officers and agents of the Company shall be fixed by

or in the manner prescribed by the Members. The Officers of the Company shall hold office until their successors are chosen and qualify.

Section 6.2 President. The Company may have a President, who shall have overall management responsibility of the Company and such duties and responsibilities as may be determined by the Members and shall report to the Members. Without limiting the generality of the foregoing, the President shall have power and authority, on behalf of the Company to:

- (a) Call meetings of the Members;
- (b) Cause the Company to acquire property and to hold and own any real and/or personal property in the name of the Company;
- (c) Determine operating budgets and capital budgets, and to determine the amounts of reasonable reserves for the Company's expenses, debt payments, capital improvements, replacements and contingencies;
- (d) Cause the Company to incur expenses as may be deemed necessary, advisable or convenient for carrying on the business of the Company;
- (e) Employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- (f) Cause the Company to borrow money for the Company from banks, other lending institutions, Members, or from any other Person, on such terms as the Members deems appropriate;
- (g) Create, assume, incur or permit to exist, any lien on any of the Company's assets;
- (h) Cause the Company to invest any Company funds;
- (i) Cause the Company to negotiate, enter into, perform, and if necessary amend or terminate any and all contracts, agreements, instruments and other documents on behalf of the Company;
- (j) Cause the Company to execute on behalf of the Company all instruments and documents including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents reasonably necessary or convenient to the business of the Company, and to expressly authorize any Officer, employee or agent of the Company to do any of the foregoing;
- (k) Cause the Company to sue and to defend in the name and on behalf of the Company;
- (l) Cause the Company to purchase liability and other insurance to protect the Company's property and business;

Section 6.3 Appointment. Member Oscar Ibarra shall serve as the Company's duly authorized and appointed President, Secretary and Treasurer until such time as he either resigns, or is asked to resign and subsequently replaced pursuant to a Majority Vote.

Section 6.4 Secretary. The Secretary shall attend and record all the proceedings of the meetings of the Members in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members, and shall perform such other duties as may be prescribed by the Members or President (under whose supervision the Secretary shall be).

Section 6.5 Treasurer. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members, taking proper vouchers for such disbursements, and shall render to the President and the Members, at its regular meetings, or when the Members so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company.

Section 6.6 Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

ARTICLE VII: ALLOCATIONS

Section 7 Profits and Losses. The Profits of the Company shall be allocated pro rata among the Members in proportion to their Membership Units. If Members are admitted to the Company pursuant to this Agreement on different dates, the Profits or Losses allocated to the Members for each Fiscal Year during which Members are so admitted shall be allocated among the Members in proportion to their respective Membership Units from time to time during such Fiscal Year in accordance with Section 706 of the Code, using any convention permitted by law and determined by the Members.

ARTICLE VIII: DISTRIBUTIONS

Section 8.1 Net Cash Flow. Distributions may be declared and paid from time to time by the Members. No Distributions may be declared or paid if the declaration or payment thereof would constitute or result in a breach or violation of, or a default under, any provision of any note, mortgage, indenture or other agreement to which the Company is a party or by which it is bound, or any law or regulation or any judgment, decree or other order to which the Company is subject, or if, after giving effect to such Distribution, either (i) the Company would not be able to pay its debts as they become due in the ordinary course of business; or (ii) the Company's total assets would be less than its total liabilities (plus any amount that would be needed if the affairs of the Company were to be wound up at the time of the distribution to satisfy any preferential rights that are superior to the rights of the Members receiving such Distribution). Subject to Section 14.4, all Distributions shall be allocated among the Members in the proportion in which they hold Membership Units.

Section 8.2 Distribution Rules. All distributions pursuant to Section 8.1 hereof shall be at such times and in such amounts as shall be determined by a majority of the Members present at a meeting where a Quorum is present.

ARTICLE IX: BOOKS AND RECORDS

Section 9 Books, Records and Financial Statements. The Company shall prepare and maintain, or cause to be prepared and maintained, accurate books of account of the Company. Within 90 days after the close of each Fiscal Year, the Company shall deliver to each Person who was a Member at any time during such Fiscal Year, a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes. For both financial and tax reporting purposes and for purposes of determining Profits and Losses, the books and records of the Company shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

ARTICLE X: TAX MATTERS

Section 10.1 Tax Matters Partner. The Members shall designate a "tax matters partner" of the Company for purposes of Section 6231(a)(7) of the Code who shall have the power to manage and control, on behalf of the

Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes.

Section 10.2 Right to Make Section 754 Election. The Members may make or revoke, on behalf of the Company, an election in accordance with Section 754 of the Code. Each of the Members shall, upon request of the Members, supply the information necessary to give effect to such an election.

ARTICLE XI: LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 11.1 Liability.

(a) Except as otherwise provided by the Colorado Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) Except as otherwise expressly required by law, a Member, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contributions, (ii) its share of any assets and undistributed profits of the Company, (iii) its obligation to make other payments expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it.

Section 11.2 Exculpation. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

Section 11.3 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 11.3 shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account thereof.

Section 11.4 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 11.3 hereof.

ARTICLE XII: ADDITIONAL MEMBERS

Section 12 Additional Membership Interests. If approved by a majority of the Members at a meeting at which a Quorum is present, the Company is authorized to raise additional capital by offering and selling, or causing to be offered and sold, additional Membership Units in the Company to any Person in such amounts and on such terms as the Members may determine. Each Person who subscribes for any of the limited liability company interests shall be admitted as an additional member of the Company at the time such Person (a) executes this Agreement or a counterpart of this Agreement and (b) is named as a Member on Schedule A hereto from time to time (each, an "Additional Member"). The legal fees and expenses associated with such admission shall be borne by the Company.

ARTICLE XIII: TRANSFER OF MEMBERSHIP UNITS

Section 13.1 Transfer Generally. The following Transfers are permitted by this Agreement:

(a) A Transfer made by a Member who is a natural person, of all but not less than all of his Membership Units, provided that such Member continues to exercise voting and disposition control of such Membership Units following such Transfer, to a trust the beneficiaries of which are only the Member and such Member's spouse, siblings, stepchildren or direct lineal descendants (a "Trust");

(b) A Member may sell, assign, give or otherwise dispose of the whole or any part of its Membership Units only upon approval of the Company upon a Supermajority Vote of its members, and only subject to the terms of this Agreement.

If a Member Transfers its Membership Units after obtaining the required consent of the Members, the transferee shall be admitted to the Company effective upon execution by the transferee of a counterpart signature page to this Agreement. If the transferring Member Transfers all of its Membership Units to the transferee, the transferring Member shall cease to be a Member of the Company immediately after the admission of the transferee as a Member.

Section 13.2 Indemnification. In the case of a Transfer of Membership Units that has not received the consents required by Section 13.1 hereof, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all costs, liabilities and damages that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

ARTICLE XIV: DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 No Dissolution. Notwithstanding anything to the contrary contained in this Operating Agreement the Company and its Member hereby waive their right to dissolve or terminate (and waive their right to consent to the dissolution or termination of) the Company or this Operating Agreement, and shall not take any action towards that end, so long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, "**Lender**"), except upon the express prior written consent of Lender. Further, the death, retirement, incapacity, insanity, expulsion or resignation, bankruptcy, insolvency, dissolution or other similar proceeding of, or pertaining to, the Member, or any other event or act causing dissolution of the Company this Operating Agreement, shall not constitute an event of liquidation, dissolution or termination of the Company or this Operating Agreement, except upon the express prior written consent of Lender. Any amendments to this article, ARTICLE XIV, shall require the prior written consent of Lender, provided that such consent shall not be required once the Company/Partnership no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender. This paragraph article shall cease to be of further force or effect once the Company no longer has any outstanding indebtedness or other obligation of any kind whatsoever owing or due Lender.

ARTICLE XV: MISCELLANEOUS

Section 15.1 Notices. All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by registered or certified mail as follows:

- (a) if given to the Company, at its principal office designated in accordance with Section 2.5; or
- (b) if given to any Member, at the address set forth on Schedule A attached hereto, or at such other address as such Member may hereafter designate by written notice to the Company.

All such notices shall be deemed to have been given when received. Whenever any notice is required to be given under this Agreement, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute waiver of notice of such meeting, except when the person attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened.

Section 15.2 Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 15.3 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 15.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 15.5 Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to "Articles," "Sections" and paragraphs shall refer to corresponding provisions of this Agreement.

Section 15.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 15.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 15.8 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 15.9 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 15.10 Valid and Binding. This Agreement constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member, in accordance with its terms.

Section 15.11 Judgment Creditors. While under the Colorado Limited Liability Company Act (the "**LLC Act**"), on application to a court of competent jurisdiction, a judgment creditor of the Member may be able to charge the Member's share of any profits and losses of the Company and the Member's right to receive distributions of the Company's assets (the "**Member's Interest**") and the court may appoint a receiver of the share of the distributions due or to become due to the Member in respect of the Company, the receiver shall have only the rights of an assignee of the Member's Interest. Under the LLC Act, no creditor of the Member shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Company. Thus, under the LLC Act, a judgment creditor of the Member may not satisfy its claims against the Member by asserting a claim against the assets of the Company.

Section 15.12 Separate Legal Entity. Under the LLC Act (i) the Company is a separate legal entity, and (ii) the existences of the Company as a separate legal entity shall continue until the cancellation of the LLC Certificate.

Section 15.13 Bankruptcy of Member. Under the LLC Act and the LLC Agreement, the Bankruptcy or dissolution of the Member will not, by itself, cause the Company to be dissolved or its affair to be wound up.

Section 15.14 Colorado Law. Colorado law, and not federal law, would governs the determination of what Persons have authority to file a voluntary bankruptcy petition on behalf of the Company.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of December , 2013.

CAYO HUESO NETWORKS, LLC

By  _____
Oscar Ibarra, Member / President

SCHEDULE A

Membership Interests

<u>Name and Address</u>	<u>Number of Membership Units</u>	<u>Initial Capital Account</u>
Penny Drucker	45	\$4,500
Oscar Ibarra	45	\$4,500
Paul Garber	10	\$1,000