

## PROMISSORY NOTE

**\$33,401.00**

Evergreen, Colorado  
December 13, 2013

The Parties hereto agree and acknowledge that Penny Drucker (Lender/Member) has, in her individual capacity, provided good funds and other consideration in the principal amount of \$33,401.00 to Cayo Hueso Networks, LLC.

**FOR VALUE RECEIVED**, Cayo Hueso Networks, LLC (Borrower) promises to pay to the order of the Penny Drucker (Lender) the principal sum of \$33,401.00 at the election of Borrower upon Borrower's positive cash flow positive status for as term of not fewer than three consecutive months, or, at the earlier of: (i) any distribution to Members; (ii) a liquidating event or change of control of the Borrower greater than 51% of outstanding Units, or; (iii) on December 31, 2018.

The full amount or any part thereof, of the Principal balance may be paid at any time.

Should litigation be necessary to enforce this note, each maker and endorser consents to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Jefferson County, Colorado. Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.


This note is to be construed and enforced according to the laws of the State of Colorado; upon default in the payment of principal when due, the whole sum of principal remaining unpaid shall, at the option of the holder, become immediately due and payable and it shall accrue interest at fourteen (14%) percent, from the date of default.

**BORROWER:**

Cayo Hueso Networks, LLC

  
By: Oscar Ibarra, President

**LENDER:**

  
Penny Drucker