

ASSIGNMENT AND ASSUMPTION OF MEMORANDUM OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MEMORANDUM OF AGREEMENT (this “**Assignment**”) is made and entered into as of the date of last signature below, by and between James W. Jensen Living Trust (“**Assignor**”) and Satcom Direct, Inc., a Minnesota corporation (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor has agreed to transfer, set over, assign, and convey to Assignee all of Assignor’s rights, privileges, duties, and obligations in, to, and under that certain Memorandum of Agreement by and between Assignor and the Board of County Commissioners of Brevard County, Florida (“**County**”) having an effective date of February 7, 2012 (“**Agreement**”), which is incorporated herein by this reference, and Assignee has agreed to assume and perform Assignor’s liabilities and obligations arising under the Agreement on or after the Effective Date (as defined hereinafter), all in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration the sum, receipt, and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows:

1. **Incorporate Recitals.** The recitals set forth above are true and correct and are incorporated herein.

2. **Assignment.** Assignor hereby transfers, sets over, assigns, and conveys unto Assignee all of Assignor’s rights, privileges, duties, and obligations in, to, and under the above referenced Agreement together with any and all rights, powers, and privileges conferred by the Agreement upon Assignor, as a party to the Agreement, and Assignor hereby authorizes Assignee to exercise said rights, powers, and privileges in as full a manner as Assignor is authorized to exercise the same. Unless stated otherwise herein, the terms and conditions of the Agreement shall remain in full force and effect.

3. **Consent by County.** This Assignment shall not be effective until such time as the County has given written approval to this Assignment pursuant to Section 15 of the Agreement (“**Effective Date**”). County gives its written approval to this Assignment in accordance with Section 15 of the Agreement by executing this Assignment. By executing this Assignment, County also confirms that the Agreement is in full force and effect, that Assignor is not in default of any provision, obligation, or requirement set forth in the Agreement, that Assignee will be assuming all obligations of Assignor thereunder, and Assignor is released from any and all obligations under the Agreement on or after the Effective Date.

4. **Assumption.** Assignee hereby assumes and agrees to be bound by all of the covenants, obligations, liabilities, and burdens of Assignor under the Agreement which arise on or after the Effective Date and agrees to perform all obligations of Assignor under the Agreement which are to be performed or which become due on or after the Effective Date.

5. **Indemnity.** Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost, or expense arising out of Assignee’s failure to perform any obligations or liability

under the Agreement arising on or after the Effective Date upon which the Agreement is assumed by Assignee hereunder. The County's indemnity and liability obligations shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Assignment or the Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

6. Representations and Warranties. Assignor hereby represents and warrants to Assignee (a) that it has full power and authority to assign the Agreement to Assignee, and (b) that the Agreement is in full force and effect and has not been modified or amended in any manner whatsoever.

7. Amendments in Writing. No amendment or modification of this Assignment shall be valid unless the amendment or modification is in writing and signed by Assignor and Assignee and consented to by County.

8. Entire Agreement. This Assignment and exhibits hereto, if any, constitute the entire agreement between Assignor and Assignee, and there are no other covenants, contracts, promises, terms and provisions, conditions, undertakings, or understandings either oral or written, between them concerning this Assignment other than those herein set forth.

9. No Third-Party Rights. Neither this Assignment nor anything set forth herein is intended to, nor shall it, confer any rights on any person or entity other than the parties identified herein, and all third-party rights are expressly negated.

10. Governing Law and Venue. This Assignment shall be interpreted and construed in accordance with and governed by the laws and ordinances of Brevard County and the State of Florida. Venue for any action brought by any party to this Assignment to interpret, construe, or enforce this Assignment shall be in a court of competent jurisdiction in and for Brevard County, Florida.

11. WAIVE RIGHT TO JURY TRIAL. ASSIGNOR AND ASSIGNEE HEREBY WAIVE ANY RIGHT TO JURY TRIAL IN THE EVENT ASSIGNOR AND/OR ASSIGNEE BRING AN ACTION ARISING OUT OF THIS ASSIGNMENT.

12. Attorneys' Fees. If any action or proceeding is commenced by Assignor or Assignee to enforce their rights under this Assignment or to collect damages as a result of the breach of any of the provisions of this Assignment, the prevailing party in such action or proceeding, including, without limitation, any bankruptcy, insolvency, or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court. However, in any action or proceeding involving the County which arises out of this Assignment, the County shall not be responsible for attorneys' fees, costs, or expenses of any other party, and shall only be responsible for its own fees, costs, and expenses.

13. Interpretation. Captions, numbering, and headings of this Assignment are for convenience of reference only and shall not be considered in the interpretation of this Assignment.

14. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNOR:

JAMES W. JENSEN LIVING TRUST

By: _____

Name: Jim Jensen, Trustee

ASSIGNEE:

Satcom Direct, Inc., a Minnesota corporation

By: _____

Name: MARTHA H. MCINTOSH

Its: GENERAL COUNSEL + SECRETARY

CONSENT BY:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____

Name: Rita Pritchett

Its: Chair

Date: _____

Reviewed for legal form and content
for Brevard County

Alex Casseese
Assistant County Attorney