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October 20, 2021

VIA ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Attn: International Bureau

Re: Application for Approval of a Transfer Control of TAG Mobile, LLC

Dear Ms. Dortch,

Attached please find for filing an Application for TAG Mobile, LLC (“TAG Mobile”), TAG Mobile Bankruptcy Sale Entity, LLC (“TAG Bankruptcy Entity”), and Softel Holdings, LLC (“Softel”), pursuant to Section 214 of the Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 214, and Sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Commission’s rules, 47 C.F.R. §§ 63.01, 63.03, 63.04 and 63.24, to transfer certain assets of TAG Mobile to TAG Bankruptcy Entity; and to transfer control of TAG Bankruptcy Entity to Softel.

This filing with the International Bureau and the applicable credit card payment in the amount of \$1,195.00, which satisfies the filing fee required under the Commission’s rules, are being submitted electronically through the MyIBFS.

If you have any questions concerning the enclosed, please do not hesitate to contact me. Thank you.

Respectfully submitted,

s/ Lance Steinhart

Lance J.M. Steinhart, Esq.
Managing Attorney
Lance J.M. Steinhart, P.C.
Attorneys for Softel Holdings, LLC

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
TAG Mobile, LLC)	
<i>Licensee</i>)	
)	
TAG Mobile Bankruptcy Sale Entity, LLC)	
<i>Transferor</i>)	
)	
and)	IB File No. _____
)	
Softel Holdings, LLC)	
<i>Transferee</i>)	
)	
Application for Consent to Transfer Control)	
of a Company Holding International Section)	
214 Pursuant to the Communications)	
Act of 1934, as Amended)	

JOINT INTERNATIONAL APPLICATION

Pursuant to Section 214 of the Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 214, and Sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Commission’s rules, 47 C.F.R. §§ 63.01, 63.03, 63.04 and 63.24, TAG Mobile, LLC (“TAG Mobile” or “Company”), TAG Mobile Bankruptcy Sale Entity, LLC (“TAG Bankruptcy Entity”), and Softel Holdings, LLC (“Softel”) (collectively with TAG Mobile and TAG Bankruptcy Entity, the “Applicants”), hereby respectfully request Federal Communication Commission (“FCC” or “Commission”) consent to transfer certain assets of TAG Mobile to TAG Bankruptcy Entity; and to transfer control of TAG Bankruptcy Entity to Softel.

TAG Mobile provides wireless commercial mobile radio services to retail customers in nineteen (19) states. TAG Mobile holds international section 214 authority and provides all of its services on a competitive basis. Softel has no foreign ownership and, like TAG Mobile, is not a foreign carrier and is not affiliated with foreign carriers in any market.

As discussed in more detail below, TAG Mobile and Softel have entered into an agreement pursuant to which Softel will acquire one hundred percent (100%) of the membership interests in TAG Bankruptcy Entity. The transaction will not result in any loss or impairment of service for any customers.

Pursuant to section 63.04(b) of the Commission's rules, 47 C.F.R. § 63.04(b), the Applicants are filing a combined application for the proposed ultimate transfer of control of TAG Mobile. The Applicants provide below the information required by section 63.24(e)(2) of the Commission's rules, 47 C.F.R. § 63.24(e)(2). The Applicants seek streamlined treatment for this Application. Applicants request streamlined treatment for this Application pursuant to section 63.12(c) of the Commission's rules, because: (i) Applicants are not affiliated with a foreign carrier and will not become affiliated with any foreign carrier as a result of the proposed transaction; (ii) Applicants are not affiliated with any dominant U.S. carrier whose international switched or private line services Applicants seek authority to resell, nor will Applicants be so affiliated post-close; and (iii) none of the other scenarios outlined in section 63.12(c) of the Commission's rules, 47 C.F.R. § 63.12, apply.

I. DESCRIPTION OF THE APPLICANTS

A. TAG Mobile and TAG Bankruptcy

TAG Mobile (FRN: 0020419784) is a limited liability company organized under the laws of the State of Texas. Its principal place of business is located at 701 E. Plano Parkway, Suite 408, Plano, Texas 75074. TAG Mobile holds international section 214 authority from the Commission.¹ The Company provides wireless services to customers in the following nineteen (19) states in which it has been designated as an eligible telecommunications carrier (ETC) to provide Lifeline services to low-income consumers: Arizona, Arkansas, California, Colorado, Iowa, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, Oklahoma, Pennsylvania, South Carolina, Texas, West Virginia and Wisconsin. TAG Mobile has no interest-holders or subsidiaries that offer international telecommunications services. TAG Mobile is not a foreign carrier nor is it affiliated with foreign carriers in any market.

TAG Mobile formed TAG Bankruptcy Entity (FRN: 0029556172) as detailed in Section II below. TAG Bankruptcy Entity is a Texas Limited liability company, which currently owns no assets and has no debts. TAG Mobile owns 100% of the Membership Interests in TAG Bankruptcy Entity.

B. Softel

Softel (FRN: 0031532864) is a Texas limited liability company with headquarters located at 9920 Brooklet Drive, Houston, Texas 77099. Softel was created for purposes of the Transaction, as defined below. Softel has considerable financial resources that will be available, as needed, to support TAG in its operations and continuing growth. Softel is wholly-owned by Henry Hung Do, a United States citizen and resident of the State of Texas. Henry Hung Do also owns one hundred percent (100%) of: (a) Cintex Wireless, LLC d/b/a SFone Wireless, a Delaware limited liability

¹ File No. ITC-214-20131230-00347 (granting authority to provide global or limited global facilities-based and resold international services in on January 23, 2014).

company (“Cintex”), that provides non-Lifeline wireless services throughout the United States, provides Lifeline-only wireless services in Arkansas, Maryland, Maine, Rhode Island and West Virginia, in which it has been designated as an ETC to provide Lifeline services to low-income consumers, and has been approved as an Emergency Broadband Provider in over 45 jurisdictions; (b) NewPhone Wireless, LLC, a Louisiana limited liability company (“NewPhone”), that is authorized to provide non-Lifeline wireless service throughout the United States, provides Lifeline wireless services in Louisiana in which it has been designated as an ETC to provide Lifeline services to low-income consumers, and has been approved as an Emergency Boardband Provider in over 45 jurisdictions; (c) HTH Communications, LLC, a Texas limited liability company, a global and one of the largest mobile device distributors in the United States, which has been in business for more than thirteen (13) years; (d) SofTel Technologies, LLC, a Texas limited liability company, that provides distribution services to wireless providers; and (e) VTEL Holdings, LLC, a Texas limited liability company (“VTel”), which was formed to acquire 100% ownership interest in AirVoice Wireless, LLC (“AirVoice”), which is designated as an ETC to provide Lifeline services to low-income consumers in 10 states. AirVoice was granted authority to transfer control to VTel on July 5, 2021 (See FCC File No. ITC-T/C-202110524-00099), in addition to obtaining all required state approvals. Other than Cintex and NewPhone, Henry Hung Do does not hold ten percent (10%) or greater interest in any other provider of domestic or international telecommunications services.

II. DESCRIPTION OF THE TRANSACTION AND BANKRUPTCY BACKGROUND

On October 5, 2017, TAG Mobile’s creditors filed an involuntary petition for relief (the “Bankruptcy Case”) under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”), Case No. 17-33791-sgj-11.

On January 30, 2018, the Bankruptcy Court entered the *Order for Relief in an Involuntary Case* [Docket No. 50].

On February 2, 2018, the Bankruptcy Court entered an *Order on Debtor's Emergency Motion to Convert to a Chapter 11* [Docket No. 58], and on October 11, 2018, the Bankruptcy Court entered its *Order Approving Appointment of Chapter 11 Trustee* [Docket No. 184].

Pursuant to the Bankruptcy Court's Order of September 11, 2019 [Docket No. 276], granting the *Amended Motion to Permit Trustee to Create a Subsidiary and Transfer Regulated Assets to it Free and Clear* [Docket No. 259], the Bankruptcy Court authorized TAG Mobile to form TAG Mobile Bankruptcy Entity as a wholly owned subsidiary of TAG Mobile and seek all regulatory approvals necessary to eventually transfer the Regulated Assets (as defined below) to the TAG Bankruptcy Entity.

The term "Regulated Assets" was defined as (a) TAG Mobile's Lifeline customers; (b) all applications, billing, usage, customer support and other books and records evidencing or relating to Tag Mobile's Lifeline customers; (c) an FCC ETC designation, which TAG Mobile needs to provide Lifeline services; (d) an approved FCC compliance plan for the Lifeline Program; (e) 19 state ETC designations for the Lifeline Program; (f) 19 state wireless registrations; and (g) domestic and international section 214 authorizations granted by the FCC, which all telecommunication carriers need to provide interstate and international service.

On May 8, 2020, the Bankruptcy Court entered an *Order Granting the Chapter 11 Trustee's Motion to (A) Approve Transfer of Assets from Debtor to Debtor's Subsidiary Free and Clear of Liens, Claims, Encumbrances, and Other Interests; and (B) to Approve Sale of Debtor's Membership Interest in the Debtor's Subsidiary and Certain Other Assets to Buyer Free and Clear of All Liens, Claims, Encumbrances, and Other Interests* (the "Sale Order").

The original winning bidder terminated its agreement with TAG Mobile. On October 12, 2021, the Bankruptcy Court entered the *Order Granting Motion to Amend Sale Order and Henry Do's*

Agreement as the First Back-Up Bidder (the “Amended Sale Order”), which authorized the Trustee to sell the Membership Interests (as defined below) to the Buyer for \$2.7 million. The Amended Sale Order approved the Amended Membership Interest Purchase Agreement. The Amended Sale Order is attached as **Exhibit A**.

Pursuant to the terms of the Amended Membership Interest Purchase Agreement dated October 15, 2021, by and among Robert Yaquinto, Jr. (the “Trustee”), solely in his capacity as the chapter 11 trustee of TAG Mobile (“Seller”), and Softel (as the designee of Henry Do) (“Buyer”), Softel agreed to purchase one hundred percent (100%) of the membership interests (the “Membership Interests”) of TAG Bankruptcy Entity (the “Transaction”). A copy of the Amended Membership Interest Purchase Agreement is attached as **Exhibit B**.

The Transaction will be transparent to TAG Mobile’s customers and will not result in any loss or impairment of service for any customer. All existing customers of TAG Mobile will continue to be served pursuant to TAG Mobile’s existing international and domestic section 214 authorizations.

III. PUBLIC INTEREST STATEMENT

The assets of TAG Mobile may be transferred to TAG Bankruptcy Entity pursuant to Bankruptcy Code, and control of TAG Bankruptcy Entity may be transferred to Softel pursuant to Section 214 of the Communications Act of 1934 if the Commission finds that the public interest, convenience and necessity will be served thereby. 47 U.S.C. § 214. As discussed below, the Transaction will serve the public interest because it will yield tangible benefits for the public without harming customers or competition in any market.

A. Public Interest Benefits of the Transaction

The Transaction will demonstrably serve the public interest by bringing the managerial, technical, and financial resources available through Softel to TAG Bankruptcy Entity. These resources will ensure that TAG Mobile's low-income consumers throughout its operating territories continue to receive high-quality wireless Lifeline service plans, at a time when Lifeline services are more essential than ever in the midst of a national pandemic.

In addition, key members of TAG Mobile's current operations team will remain with TAG Bankruptcy Entity, continuing to work on day-to-day operations. As a result, the Transaction will bring together TAG Mobile's current valued personnel, and the full strength of Softel and its affiliates' proven telecommunications capabilities and business expertise, particularly with respect to compliance and marketing in the low-income consumer sector. The resulting synergy will enable TAG Bankruptcy Entity to achieve measurable growth at the same time as it develops improved operating efficiencies, which are both necessary components for the surviving company to thrive.

B. The Transaction Will Have No Adverse Impact on Customers

At the same time, the proposed Transaction will have no adverse impact on TAG Mobile's current customers, which will continue to receive their existing services at the same or better rates, terms and conditions as at present.² The transfer of assets and the change in control contemplated by the proposed Transaction will be both beneficial and largely transparent to consumers.

² Any future changes to the Company's rates, terms and conditions of service will be made consistent with applicable Commission requirements.

C. The Transaction Poses No Competitive Risks for the International Telecommunications Market

Finally, the Transaction poses no risk of anticompetitive impact on the U.S. international telecommunications marketplace. Applicants and affiliates have a very small share of the international telecommunications market, provide international services only on a resale basis, and are not foreign carriers or affiliated with a foreign carrier in any market. Therefore, the proposed Transaction will have no ability to adversely affect competition in the international telecommunications market.

IV. INFORMATION REQUIRED BY SECTION 63.24(e) OF THE COMMISSION'S RULES

The Applicants submit the following information pursuant to section 63.24(e) of the Commission's rules, including the information requested in section 63.18:

- (a) Name, address and telephone number of the Applicants:

TAG Mobile, LLC
701 E. Plano Parkway, Suite 408
Plano, Texas 75074
(866) 959-4918 (Phone)

TAG Mobile Bankruptcy Sale Entity, LLC
c/o Robert Yaquinto, Jr.
509 N. Montclair Avenue
Dallas, Texas 75208
(214) 942-5502 (Phone)

Softel Holdings Group LLC
9920 Brooklet Drive
Houston, Texas 77099
(713) 534-1950 (Phone)

- (b) TAG Mobile and TAG Bankruptcy Entity are Texas limited liability companies. Softel is a Texas limited liability company.

- (c) Correspondence concerning this Application should be sent to:

For TAG Mobile, LLC and TAG Mobile Bankruptcy Sale Entity, LLC:

Tony S. Lee, Esq.
Fletcher, Heald & Hildreth
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
(703) 812-0442 (Phone)
(703) 812-0486 (Fax)
lee@fhhlaw.com (E-Mail)

with a copy to:

Robert Yaquinto, Jr.
Trustee in Bankruptcy for TAG Mobile, LLC
509 N. Montclair Ave.
Dallas, TX 75208
(214) 942-5502 (Phone)
(214) 946-7601 (Fax)
rob@syllp.com (E-Mail)

and

Laurie Dahl Rea
FORSHEY & PROSTOK LLP
777 Main St., Suite 1550
Ft. Worth, TX 76102
(817) 877-8855 (Phone)
(817) 877-4151 (Fax)
irea@forsheyprostok.com (E-Mail)

For Softel Holdings, LLC:

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- (d) TAG Mobile holds international section 214 authority, granted in FCC File No. ITC-214-20131230-00347 to operate as a global or limited global facilities-based and resale carrier. Softel does not hold any telecommunications regulatory authority.

- (h) Pre-close, the following individuals or entities hold a ten percent (10%) or greater interest in TAG Bankruptcy Entity:

Name: TAG Mobile, LLC
Business Address:
701 E. Plano Parkway, Suite 408, Plano, Texas 75074
Citizenship: United States Company
Principal business: Telecommunications
Percent Ownership Interest in TAG Bankruptcy Entity: 100%

Name: Limelight Capital, LLC
Business Address: 701 E. Plano Parkway, Suite 408, Plano, Texas 75074
Citizenship: United States Company
Principal business: Holding Company
Percent Ownership Interest in TAG Mobile: 100%

Name: Ed and Lubna Lateef
Business Address: 4455 E. Moonlight Way, Paradise Valley, Arizona 85253
Citizenship: United States Citizens
Principal business: Telecommunications
Percent Ownership Interest in Limelight Capital, LLC: 100%

Post-close, the following individuals or entities will hold a ten percent (10%) or greater interest in TAG Bankruptcy Entity:

Name: Softel Holdings, LLC
Business Address: 9920 Brooklet Drive, Houston, Texas 77099
Citizenship: United States Company
Principal business: Holding Company
Percent Ownership Interest in TAG Bankruptcy Entity: 100%

Name: Henry Hung Do
Business Address: 9920 Brooklet Drive, Houston, Texas
Citizenship: United States Citizen
Principal business: Telecommunications
Percent Ownership Interest in Softel Holdings, LLC: 100%

There will be no interlocking directorates with any foreign carrier following consummation of the proposed Transaction.

- (i) As confirmed by the signature of Applicants' representatives to this Application, Applicants certify that (a) Applicants are not foreign carriers and are not affiliated with a foreign carrier, and (b) Applicants will not become a foreign carrier or become affiliated with a foreign carrier post-close.
- (j) As confirmed by the signature of Applicants' representatives to this Application,

Applicants certify that the Applicants do not seek to provide international telecommunications services to any destination country where (i) the Applicant is a foreign carrier; (ii) the Applicant controls a foreign carrier; (iii) any entity that owns more than 25 percent of Applicants, or that controls Applicants, controls a foreign carrier; or (iv) two or more foreign carriers (or parties that control foreign carriers) own, in the aggregate, more than 25 percent of Applicants and are parties to, or the beneficiaries of, a contractual relation affecting the provision or marketing of international basic telecommunications services in the United States.

- (k) Not applicable
- (l) [Reserved]
- (m) Not applicable.
- (n) As confirmed by the signatures of Applicants' representatives to this Application, Applicants certify that they have not agreed to accept special concessions directly or indirectly from any foreign carrier with respect to any U.S. international route where the foreign carrier possesses market power on the foreign end of the route, and they will not enter into such agreements in the future.
- (o) As confirmed by the signatures of Applicants' representatives to this Application, Applicants certify that, pursuant to sections 1.2001 through 1.2003 of the Commission's rules, they are not subject to a denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988.
- (p) Applicants request streamlined processing of this Application pursuant to section 63.12 of the Commission's rules, 47 C.F.R. § 63.12. This Application qualifies for streamlined treatment under section 63.12(c) of the Commission's rules because: (i) Applicants are not affiliated with a foreign carrier and will not become affiliated with any foreign carrier as a result of the proposed transaction; (ii) Applicants are not affiliated with any dominant U.S. carrier whose international switched or private line services Applicants seek authority to resell, nor will Applicants be so affiliated post-close; and (iii) none of the other scenarios outlined in section 63.12(c) of the Commission's rules, 47 C.F.R. § 63.12, apply.

VI. ADDITIONAL CERTIFICATIONS BY APPLICANTS

As confirmed by the signature of Applicants' representatives to this Application, Applicants certify that Applicants: (i) will comply with CALEA and related Commission rules and orders to the extent applicable; (ii) make communications to, from, or within the United States, as well as records thereof, available to U.S. law enforcement officials; (iii) designate a U.S. citizen or permanent U.S. resident as a point of contact for the execution of lawful requests and as an agent for legal service of process; (iv) affirm that all information submitted to the Commission as part of the application process is complete and accurate, and will promptly inform the Commission and the Executive Branch agencies of any (a) substantial and significant changes in such information, while an application is pending, as defined in section 1.65 of the Commission's rules, and (b) applicant or contact information changes after the application is no longer pending promptly and in any event within thirty (30) days; and (v) affirm their understanding that failure to fulfill any of the conditions of the grant of their applications can result in license revocation or termination and criminal and civil penalties.

V. CONCLUSION

Based on the foregoing, the Applicants respectfully submit that the public interest, convenience, and necessity would be served by grant of this Application.

Respectfully submitted,

/s/ Lance J.M. Steinhart

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*Attorneys for TAG Mobile, LLC and
TAG Bankruptcy Sale Entity, LLC*

October 20, 2021

LIST OF EXHIBITS

EXHIBIT A – Amended Sale Order

EXHIBIT B – Amended Membership Interest Purchase Agreement

EXHIBIT A

Amended Sale Order



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed October 12, 2021


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

_____)	
IN RE:)	CHAPTER 11 CASE
)	
TAG MOBILE, LLC,)	CASE NO. 17-33791-sgj-11
)	
Debtor.)	
_____)	

**ORDER GRANTING MOTION TO AMEND SALE ORDER AND HENRY DO'S
AGREEMENT AS THE FIRST BACK-UP BIDDER**

The Court has considered the *Motion to Amend Sale Order and Henry Do's Agreement as the First Back-Up Bidder* (the "Motion") [Docket No. 419] filed by Robert Yaquinto, Jr., the Chapter 11 Trustee ("Trustee").

The Motion asks to amend the *Order Granting the Chapter 11 Trustee's Motion to (A) Approve Transfer of Assets From Debtor to Debtor's Subsidiary Free and Clear of Liens, Claims, Encumbrances, and Other Interests; and (B) to Approve Sale of Debtor's Membership Interest in the Debtor's Subsidiary and Certain Other Assets to Buyer Free and Clear of All Liens, Claim, Encumbrances, and Other Interests* (the "Sale Order") entered on May 8, 2020 at Docket No. 359.

The winning bidder approved by the Court in the Sale Order, Vector Holdings Group LLC, terminated its agreements with the Trustee and will not close the sale transaction described in and approved by the Sale Order.

Henry Do (“Mr. Do”) was the first back-up bidder approved by the Sale Order. The Sale Order approved the Trustee’s sale to Mr. Do and the agreements attached to the Sale Order as its Exhibit B1 and B2.

In the Motion, the Trustee seeks amendment of the Sale Order and the Do Agreements (as defined in the Sale Order) to permit closing of Sale Transaction (as defined in the Sale Order) with Mr. Do for a reduced purchase price of \$2.7 million and to amend the Do Agreements accordingly.

The Court held a hearing (the “Hearing”) on the Motion on September 30, 2021 at 9:30 a.m. The Court has reviewed the Motion, the objection filed by SSB Trading, Inc. [Docket No. 425], the limited reply filed by Henry Do [Docket No. 433], the evidence admitted at the Hearing, the arguments of counsel, and the record in this case.

The Court finds as follows: (a) the Court has jurisdiction to decide the Motion pursuant to 28 U.S.C. § 1334; (b) this is a core matter under 28 U.S.C. § 157; (c) the notice of the Motion and the Hearing was fair, reasonable, and consistent with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure; (d) SSB Trading, Inc.’s objection is overruled; (e) the relief requested in the Motion is supported by the Trustee’s sound business judgment; (f) a sale to Mr. Do for \$2.7 million is an arms-length transaction in the best interests of the estate and its creditors and the value to be paid by Mr. Do is fair; (g) Mr. Do is a purchaser acting in good faith and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the sale approved by this Order; and (h) the relief requested in the Motion is appropriate under Sections 105(a) and 363 of the Bankruptcy Code and/or Fed. R. Civ. P. 60(b)(6) and should be granted. For these reasons and

for the other reasons stated by the Court in its oral findings of fact and conclusions of law given from the bench at the end of the Hearing, which are incorporated herein by reference, it is therefore

ORDERED that the Motion is **GRANTED**; and it is further

ORDERED that the Sale Order is amended as provided herein, but otherwise stands as the order governing the Sale Transaction; and it is further

ORDERED that the Sale Order at paragraph 16 on page 5 is amended to change Mr. Do's bid to \$2.7 million; and it is further

ORDERED that the Sale Order at paragraph B on page 9 is amended to approve the new purchase price of \$2.7 million and the amended Do Agreements (with changes from the originals shown in redline) attached to this Order as **Exhibit 1** and **Exhibit 2**.

###End of Order###

Exhibit 1

AMENDED MEMBERSHIP INTEREST PURCHASE AGREEMENT

This **AMENDED** MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”), dated as of ~~April~~, 2020~~October~~, 2021, by and among Robert Yaquinto, Jr. (the “Trustee”), solely in his capacity as the chapter 11 trustee of TAG Mobile, LLC (“Seller”), and Henry Do or his designee¹ (“Buyer”). Seller and Buyer, are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, on October 5, 2017, Seller’s creditors filed an involuntary petition for relief (the “Bankruptcy Case”) under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”), Case No. 17-33791-sgj-11;

WHEREAS, on January 30, 2018, the Bankruptcy Court entered the *Order for Relief in an Involuntary Case* [Docket No. 50];

WHEREAS, on February 2, 2018, the Bankruptcy Court entered an *Order on Debtor’s Emergency Motion to Convert to a Chapter 11* [Docket No. 58], and on October 11, 2018, the Bankruptcy Court entered its *Order Approving Appointment of Chapter 11 Trustee* [Docketed No. 184];

WHEREAS, Seller is engaged in the business of providing wireless phone services to low-income customers through the Lifeline Program, a publicly-funded program paid for by the Universal Services Fund (“USF”), pursuant to authorizations, certificates, designations, and registrations from the federal government and 19 states (the “Business”);

WHEREAS, pursuant to the Bankruptcy Court’s Order of September 11, 2019 [Docket No. 276], granting the *Amended Motion to Permit Trustee to Create a Subsidiary and Transfer Regulated Assets to it Free and Clear* [Docket No. 259] (the “Amended Motion”), the Bankruptcy Court authorized Seller to form TAG Mobile Bankruptcy Sale Entity LLC (the “Company”) as a wholly owned subsidiary of Seller and seek all regulatory approvals necessary to eventually transfer the Regulated Assets (as defined below) to the Company;

WHEREAS, on May 8, 2020, the Bankruptcy Court entered the Order Granting the Chapter 11 Trustee’s Motion to (A) Approve Transfer of Assets from Debtor to Debtor’s Subsidiary Free and Clear of Liens, Claims, Encumbrances, and Other Interests; and (B) to Approve Sale of Debtor’s Membership Interest in the Debtor’s Subsidiary and Certain Other Assets to Buyer Free and Clear of All Liens, Claims, Encumbrances, and Other Interests [Docket No. 359] (the “Sale Order”);

¹ Henry Do’s designee may be a newly formed entity or one of the following companies owned or controlled by Henry Do: Cintex Wireless, LLC, NewPhone Wireless, LLC, ~~or~~ TX Mobile, LLC, or Softel Holdings, LLC.

WHEREAS, the winning bidder in the Sale Order was Vector Holdings Group LLC (“Vector”), and Buyer was approved as the first back-up bidder;

WHEREAS, Vector terminated its agreements with the Trustee and will not purchase the Regulated Assets from the Trustee;

WHEREAS, on October __, 2021, the Bankruptcy Court entered the Order Granting Motion to Amend Sale Order and Henry Do’s Agreement as the First Back-Up Bidder (the “Amended Sale Order”), which authorized the Trustee to sell the Membership Interests (as defined below) to the Buyer for \$2.7 million (the “Amended Purchase Price);

WHEREAS, the term “Regulated Assets” shall mean (a) TAG’s Lifeline customers; (b) a Federal Communications Commission (the “FCC”) eligible telecommunications carrier (“ETC”) designation, which the Debtor needs to provide Lifeline services; (c) an approved FCC compliance plan for the Lifeline Program; (d) 19 state ETC designations for the Lifeline Program; (e) 19 state wireless registrations; and (f) domestic and international “section 214” authorizations given by the FCC, which all telecommunication carriers need to provide interstate and international service;

WHEREAS, the term “Authorizations” shall mean the Seller’s (a) FCC ETC designation; (b) 19 state ETC designations; (c) section 214 authorizations; (d) state wireless registrations and (e) the approved FCC Compliance Plan for the Lifeline Program.

WHEREAS, the term “Governmental Approvals” shall mean the approval of the transactions contemplated by: (a) the FCC, including the FCC ETC Designation and Compliance Plan; (b) all applicable state public utilities commissions (the “PUCs”); (c) the Universal Service Administration Company (“USAC”), (d) state Universal Service Funds and any other applicable governmental or quasi-governmental authority (collectively, the “Governmental Entities”);

WHEREAS, Seller has formed the Company and is the owner of all right, title and interest in and to the limited liability company ownership interests of the Company (the “Membership Interests”);

WHEREAS, Seller intends to use its reasonable best efforts to apply for and receive, all Governmental Approvals to transfer the Regulated Assets from Seller to the Company, free and clear of all Liens; and

WHEREAS, Seller desires to sell to Buyer the Membership Interests of the Company, in exchange for the consideration described herein, and Buyer desires to acquire the Membership Interests from Seller; and.

~~WHEREAS, subsequent to the execution of this Agreement by the Parties, Seller intends to seek Bankruptcy Court approval for the transfer of the Regulated Assets to the Company, then seek and obtain regulatory approval of the sale of the Membership Interests to Buyer, which sale will be subject to higher and better offers.~~

_____**NOW, THEREFORE**, subject to the conditions set forth herein and in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.
PURCHASE AND SALE; CLOSING**

Section 1.1 Purchase and Sale. Subject to the terms and conditions set forth herein, on the Closing Date, Seller shall sell, transfer and deliver all of the Membership Interests to Buyer, and Buyer shall purchase all of Seller's right, title and interest in and to the Membership Interests, in each case free and clear of any and all liens, mortgages, pledges, security interest, adverse claims of any kind or regulatory restrictions on transfer or other encumbrances (collectively, "Liens").

Section 1.2 Purchase Price.

(a) The purchase price of the Membership Interests shall be \$~~32~~,700,000 (the "Amended Purchase Price") to be paid by Buyer by wire transfer or other immediately available funds to the Trustee at Closing.

(b) Buyer ~~shall provide~~has provided a deposit of \$-130,000 (the "Deposit") to the Trustee ~~on the date of execution of this Agreement~~. The Trustee will hold the Deposit pending the Closing. Buyer will receive a credit toward the Purchase Price in the amount of the Deposit.

Section 1.3 Sale Motion; Sale Approval Order. Within seven (7) days after execution of this Agreement by the Parties, Seller shall file with the Bankruptcy Court a motion (the "Sale Motion") pursuant to the Bankruptcy Code seeking entry of an order approving the sale of the Membership Interests under this Agreement (the "Sale Approval Order"), including without limitation:

(a) providing for a transfer of the Regulated Assets and Authorizations to the Company free and clear of Liens pursuant to Section 363(b) of the Bankruptcy Code;

(b) providing for the sale of the Membership Interests to Buyer free and clear of all Liens pursuant to Section 363(b) of the Bankruptcy Code;

(c) determining the Company is a good-faith transferee of the Regulated Assets under Section 363(m) of the Bankruptcy Code;

(d) determining Buyer is a good-faith purchaser of the Membership Interests under Section 363(m) of the Bankruptcy Code; and

(e) authorizing and approving the transactions contemplated by this Agreement.

Seller's notice of the Sale Motion shall also include a specific statement that the sale is free and clear of all claims for successor liability.

Section 1.4 No Assumption of Liabilities. Buyer shall have no responsibility for any liabilities or obligations of Seller unless specifically provided herein.

Section 1.5 Taxes. Buyer shall pay any taxes that arise from the sale, other than taxes based on Seller's capital gains or income as a result the transaction set forth in this Agreement.

Section 1.6 Subject to Higher and Better Offers. Buyer acknowledges that until the Bankruptcy Court grants the Sale Motion and enters the Sale Approval Order, the sale of the Membership Interests is subject to any higher or better offers, as well as any objections by creditors of Seller and parties in interest in the Bankruptcy Case. Notwithstanding any other provisions hereof to the contrary, from the date of this Agreement and until the date that the Bankruptcy Court enters the Sale Approval Order, Seller and its professionals will continue to market the Membership Interest and may respond to any inquiries or offers to purchase the Membership Interests and perform any and all other acts related thereto which are required under applicable law, including, without limitation, supplying information relating to the Business, Seller or the Company to prospective purchasers.

Section 1.7 Closing. Pursuant to the terms and subject to the conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Trustee or his counsel, commencing at 10:00 a.m. on (a) the fifth day that is not a weekend or holiday (or sooner) following the satisfaction or waiver by the Party entitled to the benefit thereof of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself), or (b) on such other date or place as may be mutually agreeable to Seller and Buyer. The date and time of the Closing are herein referred to as the "Closing Date."

Section 1.8 Conditions to Buyer's Obligations to Close. All obligations of Buyer under this Agreement are subject, at Buyer's option, to the fulfillment, before or at the Closing, of each of the following conditions:

(a) Seller shall have determined in accordance with Section 1.6 of this Agreement that the Purchase Price is the highest and best offer and that the sale of the Membership Interests to Buyer pursuant to this Agreement is in the best interests of Seller's bankruptcy estate.

(b) The Bankruptcy Court shall have entered the Sale Approval Order and such order shall be final and not stayed on appeal.

(c) The statements of Seller in Article 2 shall be true and correct in all respects as of the date hereof and as of the Closing Date as if made as of such date.

(d) Seller shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by Seller before the Closing.

(e) Neither Seller, the Company, nor Buyer shall be subject to any applicable law or injunction restraining, prohibiting or making illegal the consummation of the transactions contemplated hereby.

(f) The Governmental Approvals including, but not limited to those approvals described in Section 4.3 as well as the transfers of control of the Authorizations to Buyer shall have been granted and shall be final.

(g) Buyer shall have made the deliveries required to be made by it under Section 1.10.

(h) Seller has received all of the Governmental Approvals necessary to transfer to Company all of the Authorizations and Buyer has received all of the Governmental Approvals necessary to purchase Company from Seller

Section 1.9 Conditions to Seller's Obligations to Close. All obligations of Seller under this Agreement are subject, at Seller's option, to the fulfillment, before or at the Closing, of each of the following conditions:

(a) Seller shall have determined in accordance with Section 1.6 of this Agreement that the Purchase Price is the highest and best offer and that the sale of the Membership Interests to the Buyer pursuant to this Agreement is in the best interests of Seller's bankruptcy estate.

(b) The Bankruptcy Court shall have entered the Sale Approval Order and such order shall be final and not stayed on appeal.

(c) The representations and warranties of Buyer made in Article 3 shall be true and correct in all respects as of the date hereof and as of the Closing Date as if made as of such date.

(d) Buyer shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by it before the Closing.

(e) Neither Seller nor Buyer shall be subject to any applicable law or injunction restraining, prohibiting or making illegal the consummation of the transactions contemplated hereby.

(f) The Governmental Approvals described in Section 4.3 shall have been granted and shall be final.

(g) Buyer shall have made the deliveries required to be made by it under Section 1.10.

Section 1.10 Closing Deliverables. At the Closing:

(a) Seller will deliver or cause to be delivered to Buyer:

(i) a true, complete and correct copy of (i) the Company's Certificate of Formation and confirmation of its filing, (ii) the Company Agreement (the Certificate of Formation and the Operating Agreement, collectively, the "Organizational Documents"), (iii) a certificate of good standing of the Company from the Secretary of State of Texas, and (iv) duly authorized resolutions of the Company revoking as of the Closing Date all prior authorizations, powers of attorney, designations and appointments relating to the signing of checks, and other similar matters, to the extent requested by Buyer.

(ii) resignations, in form and substance reasonably satisfactory to Buyer, of those managers and officers (and similar positions) of the Company, to the extent requested by Buyer; and

(iii) such other documents and certificates as Buyer may reasonably request for the purpose of evidencing the satisfaction of any condition referred to in Section 1.8, including but not limited to documentation reasonably acceptable to the Parties evidencing Seller's sale, transfer, and assignment of all of the Membership Interests to the Buyer.

(b) Buyer will deliver or cause to be delivered:

(i) The Purchase Price less the Deposit; and

(ii) such other documents and certificates as Seller may reasonably request for the purpose of evidencing the satisfaction of any condition referred to in Section 1.9.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 2.1 Organization and Ownership. The Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Texas. Seller owns all of the Membership Interests in the Company, which have been validly issued, are fully paid and non-assessable, and were issued in compliance with applicable federal and state laws regulating such securities. There are no outstanding options, warrants or similar rights to purchase or convert any obligation into the capital stock or other security of the Company.

Section 2.2 Authority. The Trustee and Seller have the full power and authority to execute, deliver, and perform their obligations under this Agreement, subject to the approval of the Bankruptcy Court and the Governmental Approvals (as defined in the Recitals above).

Section 2.3 No Other Representations or Warranties/Release and Waiver by Buyer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE, NEITHER TRUSTEE, SELLER, NOR ANY OTHER PERSON HAS MADE OR MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EITHER WRITTEN OR ORAL, ON BEHALF OF THE TRUSTEE OR THE SELLER RELATING TO THE MEMBERSHIP INTERESTS OR OTHERWISE IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE MEMBERSHIP INTERESTS FURNISHED OR MADE AVAILABLE TO BUYER AND/OR ITS REPRESENTATIVES, ANY INFORMATION, DOCUMENTS OR MATERIAL DELIVERED TO BUYER AND/OR ITS REPRESENTATIVES, PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTION CONTEMPLATED HEREBY OR AS TO ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW. TRUSTEE AND SELLER HEREBY EXPRESSLY DISCLAIM ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY MATTER WHATSOEVER. BUYER HEREBY

RELEASES AND WAIVES ANY AND ALL CLAIMS, WHENEVER ARISING OR ACCRUING, WHETHER KNOWN OR UNKNOWN, RELATING TO OR ARISING FROM THE CONDITION, QUALITY, PERFORMANCE OR STATUS OF THE MEMBERSHIP INTERESTS AT ANY TIME, AGAINST (1) TRUSTEE AND HIS PROFESSIONALS AND (2) SELLER AND ITS BANKRUPTCY ESTATE. This waiver applies to claims under any legal theory, including but not limited to negligence, negligence per se, negligent misrepresentation, breach of contract or breach of express or implied warranty, breach of fiduciary duty, strict liability or any other theory, whether arising from statute, contract, tort or otherwise. This release and waiver shall be binding upon Buyer and all successor owners, buyers or users of the Membership Interests and their respective employees, contractors, property managers, brokers, heirs, successors, assigns, guests and invitees. This waiver shall act as a complete bar and defense against any released or waived claim and Buyer shall indemnify, defend, reimburse and hold the Trustee and Seller harmless from any claim, suit, demand, damage, liability or expense resulting therefrom.

**ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

Section 3.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

Section 3.2 Authority; No Conflict; Consents. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, and upon the execution and delivery by Buyer of the other transaction documents to which Buyer will be a party, such other transaction documents will constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. The execution, delivery, and performance by Buyer of this Agreement and the other transaction documents have been duly and validly authorized and approved by all necessary corporate action of Buyer, and do not and will not, directly or indirectly, contravene, conflict with or result in a violation of any applicable law, any contract to which Buyer is bound, Buyer's articles of incorporation or Buyer's by-laws, if any. Except for the Governmental Approvals, Buyer is not and will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement or the other transaction documents.

Section 3.3 FCC and State Qualifications. Subject to obtaining the Governmental Approvals to transfer control of the Authorizations to Buyer, Buyer is legally, financially and otherwise qualified under the Communications Act of 1934, as amended, the rules and policies of the FCC, the PUCs and USAC (collectively, the "Communications Laws") to perform its obligations hereunder and to be the holder of the Authorizations, and own and operate the Business. Between the date of this Agreement and the Closing Date, Buyer shall not voluntarily make any changes in the persons who are owners of Buyer or the properties owned or operated by Buyer or to which Buyer provides services that will delay or adversely affect the processing or approval of the Governmental Approvals.

Section 3.4 Litigation. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or relating to, or involving Buyer seeking to restrain, enjoin or prevent the consummation of or otherwise challenge this Agreement or any of the transactions contemplated herein.

Section 3.5 Investment Intent. Buyer is acquiring the Membership Interests for its own account with the present intention of holding the Membership Interests for investment purposes and not with a view to or for sale in connection with any distribution of the Membership Interests in violation of any applicable securities law. Buyer acknowledges that (a) the Membership Interests has not been registered under the Securities Act of 1933, as amended, or applicable state securities law and (b) the Membership Interests cannot be sold, transferred or otherwise disposed of unless they are registered thereunder or an exemption from such registration thereunder is then available.

ARTICLE 4. PRE-CLOSING COVENANTS

Section 4.1 Pre-Closing Operations. From the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with Section 5.1 (the "Pre-Closing Period"), to the extent permitted by the Bankruptcy Code or authorized by order of the Bankruptcy Court, Seller shall:

- (a) not make or authorize any changes to the Company's Organizational Documents except as contemplated herein;
- (b) not make or authorize any change in the Membership Interests; authorize or issue additional equity in the Company; except as provided herein, declare or pay any dividend or other distribution or issue; or otherwise encumber, sell, transfer or issue any outstanding options, warrants or similar rights to purchase or convert any obligation into the capital stock or other security of the Company. Or otherwise dispose of any of the Membership Interests;
- (c) maintain and preserve the Company's business organization;
- (d) maintain the Authorizations in full force and effect and take all actions necessary to so maintain them, including the timely filing and prosecution of any renewal applications or other submissions to the FCC or state agencies; and
- (e) notify Buyer of any material change related to the Membership Interests or Authorizations.

Section 4.2 Access to Records. From the date of this Agreement through the Closing, and upon reasonable prior notice, Seller shall (i) give to Buyer and its representatives full access during normal business hours to all of Seller's and the Company's offices, books, records, contracts and other corporate documents and properties so that Buyer may inspect and audit them; and (ii) furnish such information concerning Seller's and the Company's properties and affairs as Buyer may reasonably request. Buyer acknowledges this opportunity to inspect and audit the records of Seller and the Company and perform its due diligence prior to Closing. Buyer agrees to keep confidential all information obtained from the Seller or the Company under this Section 4.2, unless

such information is available to the public as of the date of this Agreement, becomes publicly available through no fault of the Buyer, is already lawfully known to Buyer at the time of its receipt, is available to Buyer from a third party who is not under an obligation of confidentiality with respect to such information or is required to be disclosed by a governmental agency or court order.

Section 4.3 Consents and Approvals.

(a) From the date of this Agreement through the Closing, Seller shall: (i) use its commercially reasonable efforts to obtain all necessary Governmental Approvals to transfer Authorizations to Company from the Governmental Entities with the assistance of Buyer as may be reasonably required; and (ii) assist and cooperate with Buyer and the Company in preparing and filing all documents required to be submitted by Buyer to any Governmental Entities in connection with such transactions and in obtaining any consents, waivers, authorizations, or approvals that may be required to be obtained by Buyer in connection with such transactions.

(b) With respect to each registration, filing and submission made with any Governmental Entity in connection with a required Governmental Approvals, Seller and Buyer shall each work diligently to prosecute the registration, filing and submission in connection with such required Governmental Approvals.

(c) Seller shall (i) give Buyer prompt written notice of the making or commencement of any request, inquiry, investigation or legal proceeding by or before any Governmental Entity with respect to the transactions contemplated hereby; (ii) keep Buyer informed as to the status of any such request, inquiry, investigation or legal proceeding; and (iii) promptly inform Buyer of any communication to or from any Governmental Entity regarding the transactions contemplated hereby. In addition, except as may be prohibited by any Governmental Entity or by any law, in connection with any such request, inquiry, investigation or legal proceeding, Seller and the Company will permit authorized representatives of Buyer to be present, to the extent practicable, at each meeting or conference relating to such request, inquiry, investigation or legal proceeding and to have access to, be consulted in connection with and, to the extent practicable, provide the opportunity to review in advance any document, opinion or proposal made or submitted to any Governmental Entity in connection with such request, inquiry, investigation or legal proceeding.

(d) Seller and Buyer shall each pay fifty percent (50%) of all filing fees required in connection with every registration, filing and submission made to a Governmental Entity to secure a required Governmental Approval to consummate Closing of the sale of Company to Buyer. The foregoing notwithstanding, Seller shall be solely responsible for all filing fees required to transfer the licenses from Seller to Company.

**ARTICLE 5.
TERMINATION**

Section 5.1 Termination. This Agreement may be terminated at any time before the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) if the Closing shall not have occurred on or before ~~one (1) year~~three (3) months from the entry of the ~~Amended Sale Approval~~ Order (the “Outside Date”), either the Seller or the Buyer may terminate this Agreement or may extend the Outside Date by written agreement (and the Trustee will file a notice of such termination of the Agreement or extension of the Outside Date on the docket in the Bankruptcy Case); provided, that the right to terminate this Agreement pursuant to this Section 5.1(b) shall not be available for a Party seeking to terminate whose material breach of an obligation under this Agreement is the primary cause of the failure of the Closing to occur on or prior to the Outside Date;

(c) at the election of the Seller if any condition set forth in Section 1.9 of this Agreement is not satisfied or becomes incapable of fulfillment and is not waived by the Seller;

(d) at the election of the Buyer if any condition set forth in Section 1.8 of this Agreement is not satisfied or becomes incapable of fulfillment and is not waived by the Buyer;

(e) by either party if the Bankruptcy Court indicates it does not intend to, or does not enter the Sale Approval Order within forty-five (45) days of the date of this Agreement; or

(f) by either party if any judicial, administrative or arbitral action, suit or proceeding shall have been commenced, the purpose of which is, or which might result in, preventing the consummation of the transaction contemplated by this Agreement.

Section 5.2 Effect of Termination; Deposit. In the event of the termination of this Agreement for any reason other than Buyer’s breach of the conditions set forth in Sections 1.9 (c), (d) or (g) of this Agreement, the Deposit will be returned to Buyer. In the event of termination of this Agreement pursuant to Section 5.1(c) of this Agreement, Buyer shall forfeit the Deposit and Seller shall be entitled to the Deposit.

Section 5.3 Effect of Termination; Survival. In the event of termination of this Agreement as provided in Section 5.1, each of the Parties hereto and each of their respective Affiliates, equity holders, members, directors, officers, employees and other representatives shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and there shall be no liability or further obligation on the part of any foregoing under this Agreement; provided, however, that, no such termination shall relieve Buyer from any confidentiality duties under this Agreement.

ARTICLE 6. MISCELLANEOUS

Section 6.1 Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived, provided that any such amendment or waiver shall be binding upon a Party only if such amendment or waiver is set forth in a writing executed by the Party against which enforcement is sought.

Section 6.2 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or desirable under any applicable law to consummate the transactions contemplated by this Agreement, except as

otherwise specified in this Agreement. Furthermore, at any time, and from time to time, after the Closing Date, each Party will execute such additional instruments and take such action as may be reasonably requested by the other Party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

Section 6.3 Notices. All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given: (i) when received if given in person, (ii) on the date of electronic confirmation of delivery if sent by e-mail, facsimile or other electronic transmission, or (iii) on the first business date of attempted delivery during business hours by a reputable overnight courier. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address indicated below:

(a) if to Seller:

Robert Yaquinto, Jr.
Chapter 11 Trustee of TAG Mobile, LLC
509 N. Montclair Avenue
Dallas, Texas 75208
rob@syllp.com

-and-

J. Robert Forshey
Laurie Dahl Rea
Dylan T.F. Ross
FORSHEY & PROSTOK, LLP
777 Main Street, Suite ~~1290~~1550
Fort Worth, Texas 76102
bforshey@forsheyprostok.com
lrea@forsheyprostok.com
dross@forsheyprostok.com

(b) if to Buyer:

Henry Do
9920 Brooklet Drive
Houston, TX 77099
hdo@hthcomm.com

and

~~Mark Foster~~
~~FosterDanowsky, LLP~~
~~904 West Avenue~~Lance J.M. Steinhart

Managing Attorney
Lance J.M. Steinhart, PC
1725 Windward Concourse, Suite 107150
Alpharetta, GA 30005
Austin, TX 78701
mfoster@fosterdanowsky.comsteinhart@telecomcounsel.com

Section 6.4 Binding Agreement; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns; provided that neither this Agreement, nor any of the rights, interests, or obligations hereunder may be assigned by either Party without the prior written consent of the other Party.

Section 6.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under all applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement, provided that the basic economic benefits of the Parties can be preserved.

Section 6.6 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

Section 6.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings of the parties. No additions to or modification of this Agreement shall be binding unless executed in writing by all the parties. Except as may be otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing executed by the party making the waiver.

Section 6.8 Counterparts. This Agreement may be executed in multiple counterparts (including by means of scanned signature pages), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Section 6.9 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Applicable Law of any jurisdiction other than the State of Texas. The resolution of any and all disputes between the parties herein concerning the Assets or this Agreement shall be subject to the exclusive jurisdiction of the Bankruptcy Court.

Section 6.10 Waiver of Jury Trial. Buyer and Seller voluntarily, intentionally and irrevocably waive all right to a trial by jury in any proceeding hereafter arising from this Agreement, including interpretation or enforcement of this Agreement.

Section 6.11 Fees and Expenses; Attorney Fees. Except as otherwise expressly provided in this Agreement, Seller and Buyer shall pay their own fees, costs, and expenses, including taxes associated with such fees, costs, and expenses (including, fees, costs and expenses of legal counsel, accountants, or other representatives and consultants and appraisal fees, costs, and expenses incurred in connection with the negotiation of this Agreement, the performance of its obligations hereunder and thereunder, and the consummation of this Agreement and the transactions contemplated hereby and thereby. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

Section 6.12 Interpretation. When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words “for example”, “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, and the term “or” shall not be exclusive. The words “material” and “materiality” and words of similar import, when used in this Agreement, are to be understood by reference to the businesses, assets and properties of Seller, taken as a whole. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have such defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument of statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein and the rules and regulations promulgated thereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

TAG MOBILE, LLC

By: Robert Yaquinto, Jr.
Title: Chapter 11 Trustee

COMPANY:

By:
Title:

BUYER:

HENRY DO

By: Henry Do

Exhibit 2

AMENDED ASSET PURCHASE AGREEMENT

This **AMENDED** ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of **April** ~~___, 2020~~**October** , 2021, by and among Robert Yaquinto, Jr. (the “**Trustee**”), solely in his capacity as the chapter 11 trustee of TAG Mobile, LLC (“**Seller**”), and Henry Do or his designee¹ (“**Buyer**”). Seller and Buyer, are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, on October 5, 2017, Seller’s creditors filed an involuntary petition for relief (the “**Bankruptcy Case**”) under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”), Case No. 17-33791-sgj-11;

WHEREAS, on January 30, 2018, the Bankruptcy Court entered the *Order for Relief in an Involuntary Case* [Docket No. 50];

WHEREAS, on February 2, 2018, the Bankruptcy Court entered an *Order on Debtor’s Emergency Motion to Convert to a Chapter 11* [Docket No. 58], and on October 11, 2018, the Bankruptcy Court entered its *Order Approving Appointment of Chapter 11 Trustee* [Docket No. 184];

WHEREAS, on May 8, 2020, the Bankruptcy Court entered the *Order Granting the Chapter 11 Trustee’s Motion to (A) Approve Transfer of Assets from Debtor to Debtor’s Subsidiary Free and Clear of Liens, Claims, Encumbrances, and Other Interests; and (B) to Approve Sale of Debtor’s Membership Interest in the Debtor’s Subsidiary and Certain Other Assets to Buyer Free and Clear of All Liens, Claims, Encumbrances, and Other Interests* [Docket No. 359] (the “**Sale Order**”);

WHEREAS, the winning bidder in the Sale Order was Vector Holdings Group LLC (“**Vector**”), and Buyer was approved as the first back-up bidder;

WHEREAS, Vector terminated its agreements with the Trustee and will not purchase any assets from the Trustee;

WHEREAS, on October , 2021, the Bankruptcy Court entered the *Order Granting Motion to Amend Sale Order and Henry Do’s Agreement as the First Back-Up Bidder* (the “**Amended Sale Order**”), which authorized the Trustee to sell the Membership Interests (as defined below) to the Buyer for \$2.7 million (the “**Amended Purchase Price**”);

WHEREAS, Seller has formed a subsidiary called TAG Mobile Bankruptcy Sale Entity LLC (the “**Subsidiary**”) and is the owner of all right, title and interest in and to all the limited liability company ownership interests of the Subsidiary (the “**Membership Interests**”);

¹ Henry Do’s designee may be a newly formed entity or one of the following companies owned or controlled by Henry Do: Cintex Wireless, LLC, NewPhone Wireless, LLC, ~~or~~ TX Mobile, LLC, or Softel Holdings, LLC.

WHEREAS, Seller and Buyer have entered into ~~an Amended~~ Membership Interest Purchase Agreement (the “MIPA”) under which, ~~if approved by the Bankruptcy Court~~, Seller will sell the Membership Interests to the Buyer;

WHEREAS, in conjunction with the sale of the Membership Interest and the MIPA, the Seller desires to sell to Buyer the Purchased Assets (as defined below) and Buyer desires to acquire those Purchased Assets from Seller; and

NOW, THEREFORE, subject to the conditions set forth herein and in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.
PURCHASED ASSETS; PURCHASE PRICE; CLOSING**

Section 1.1 Purchased Assets. The term “Purchased Assets” shall mean Seller’s (a) inventory of phones ranging from zero to 300 depending on the day (the “Phones”); (b) laptop computers and printers (the “Computer Equipment”); (c) used desks and chairs (the “Furniture”); (d) office lease with Parkway Point Joint Venture for the Debtor’s office space at 701 E. Plano Parkway, Suite 408, Plano, Texas 75074 (the “Plano Lease”); (e) agreement with RingCentral for phone services (the “RingCentral Agreement”); (f) agreement with Constellation to provide electricity (the “Constellation Agreement”); (g) name (the “Name”); and (h) rights under state and federal laws, including but not limited to the laws of copyright and trade secrets, unpatented inventions, know-how, together with all intellectual property rights used or contemplated to be used in the management and/or operation of Seller’s business, including but not limited to the Seller’s assumed name (TAG Mobile) and any derivation thereof, all of the phone numbers used by Seller, all software, including but not limited to computer systems, programs, subroutines owned by or licensed to the Company and Seller’s list of clients, customers, and subscribers (collectively, the “Appurtenances”). If the Plano Lease expires prior to Closing, neither Seller nor Subsidiary will take any action to renew or extend the Plano Lease beyond its February 28, ~~2021~~2022, expiration date without written agreement from Buyer.

Section 1.2 Purchase Price and Consideration. The Purchase Price for the Purchased Assets is the Buyer’s assumption the obligations under the Plano Lease and consideration for the Purchased Assets is further recognized as sufficient for the mutual promises and obligations to be assumed herein and to further the overall transaction as described herein and in the Amended Membership Interest Purchase Agreement wherein Seller will sell the Membership Interests to Buyer.

Section 1.3 Free and Clear Sale. Subject to the terms and conditions set forth herein, on the Closing Date, Seller shall sell, transfer and deliver all of the Purchased Assets to Buyer, and Buyer shall purchase all of Seller’s right, title and interest in and to the Purchased Assets, in each case free and clear of any and all liens, mortgages, pledges, security interest, adverse claims of any kind or regulatory restrictions on transfer or other encumbrances (collectively, “Liens”).

Section 1.4 Sale Motion; Sale Approval Order. Within seven (7) days after execution of this Agreement by the Parties, Seller shall file with the Bankruptcy Court a motion (the “Sale Motion”) pursuant to the Bankruptcy Code seeking entry of an order approving this Agreement (the “Sale Approval Order”), including without limitation:

- (a) providing for the sale of the Purchased Assets to Buyer free and clear of all Liens pursuant to Section 363(b) of the Bankruptcy Code;
- (b) determining Buyer is a good-faith purchaser of the Purchased Assets under Section 363(m) of the Bankruptcy Code; and
- (c) authorizing and approving the transactions contemplated by this Agreement.

Section 1.5 No Assumption of Liabilities. Buyer shall have no responsibility for any liabilities or obligations of Seller unless specifically provided herein.

Section 1.6 Taxes. Buyer shall pay any taxes that arise from the sale, other than taxes based on Seller’s capital gains or income as a result the transaction set forth in this Agreement.

Section 1.7 Subject to Higher and Better Offers. Buyer acknowledges that until the Bankruptcy Court grants the Sale Motion and enters the Sale Approval Order, the sale of the Purchased Assets is subject to any higher or better offers, as well as any objections by creditors of Seller and parties in interest in the Bankruptcy Case. Notwithstanding any other provisions hereof to the contrary, from the date of this Agreement and until the date that the Bankruptcy Court enters the Sale Approval Order, Seller and its professionals will continue to market the Purchased Assets and may respond to any inquiries or offers to purchase the Purchased Assets and perform any and all other acts related thereto which are required under applicable law, including, without limitation, supplying information relating to the Business, Seller or the Company to prospective purchasers.

Section 1.8 Closing. Pursuant to the terms and subject to the conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of the Trustee or his counsel, commencing at 10:00 a.m. on (a) the fifth day that is not a weekend or holiday (or sooner) following the satisfaction or waiver by the Party entitled to the benefit thereof of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself), or (b) on such other date or place as may be mutually agreeable to Seller and Buyer. The date and time of the Closing are herein referred to as the “Closing Date.”

Section 1.9 Conditions to Buyer’s Obligations to Close. All obligations of Buyer under this Agreement are subject, at Buyer’s option, to the fulfillment, before or at the Closing, of each of the following conditions:

- (a) The Bankruptcy Court shall have entered the Sale Approval Order and such order shall be final and not stayed on appeal.
- (b) The Bankruptcy Court shall have entered an order approving the MIPA and such order shall be final and not stayed on appeal.

- (c) All conditions to closing in the MIPA shall have been met.

Section 1.10 Conditions to Seller's Obligations to Close. All obligations of Seller under this Agreement are subject, at Seller's option, to the fulfillment, before or at the Closing, of each of the following conditions:

- (a) The Bankruptcy Court shall have entered the Sale Approval Order and such order shall be final and not stayed on appeal.

- (b) The Bankruptcy Court shall have entered an order approving the MIPA and such order shall be final and not stayed on appeal.

- (c) All conditions to closing in the MIPA shall have been met.

Section 1.11 Closing Deliverables. At the Closing:

- (a) Seller will deliver or cause to be delivered to Buyer:

- (i) Bill of sale for the Purchased Assets; and
- (ii) such other documents as Buyer may reasonably request.

- (b) Buyer will deliver or cause to be delivered:

- (i) A signed assumption of the Plano Lease in a form reasonably acceptable to the Seller; and
- (ii) such other documents as Seller may reasonably request.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 2.1 Authority. The Trustee has the full power and authority to execute, deliver, and perform his obligations under this Agreement, subject to the approval of the Bankruptcy Court.

Section 2.2 No Other Representations or Warranties/Release and Waiver by Buyer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE, NEITHER TRUSTEE, SELLER, NOR ANY OTHER PERSON HAS MADE OR MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EITHER WRITTEN OR ORAL, ON BEHALF OF THE TRUSTEE OR THE SELLER RELATING TO THE PURCHASED ASSETS OR OTHERWISE IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE OTHER ASSETS

FURNISHED OR MADE AVAILABLE TO BUYER AND/OR ITS REPRESENTATIVES, ANY INFORMATION, DOCUMENTS OR MATERIAL DELIVERED TO BUYER AND/OR ITS REPRESENTATIVES, PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTION CONTEMPLATED HEREBY OR AS TO ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW. TRUSTEE AND SELLER HEREBY EXPRESSLY DISCLAIM ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY MATTER WHATSOEVER. BUYER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS, WHENEVER ARISING OR ACCRUING, WHETHER KNOWN OR UNKNOWN, RELATING TO OR ARISING FROM THE CONDITION, QUALITY, PERFORMANCE OR STATUS OF THE PURCHASED ASSETS AT ANY TIME, AGAINST (1) TRUSTEE AND HIS PROFESSIONALS AND (2) SELLER AND ITS BANKRUPTCY ESTATE. This waiver applies to claims under any legal theory, including but not limited to negligence, negligence per se, negligent misrepresentation, breach of contract or breach of express or implied warranty, breach of fiduciary duty, strict liability or any other theory, whether arising from statute, contract, tort or otherwise. This release and waiver shall be binding upon Buyer and all successor owners, buyers or users of the Purchased Assets and their respective employees, contractors, property managers, brokers, heirs, successors, assigns, guests and invitees. This waiver shall act as a complete bar and defense against any released or waived claim and Buyer shall indemnify, defend, reimburse and hold the Trustee and Seller harmless from any claim, suit, demand, damage, liability or expense resulting therefrom.

ARTICLE 3. TERMINATION

Section 3.1 **Termination.** This Agreement may be terminated at any time before the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) if the Closing shall not have occurred on or before ~~one (1) year~~three (3) months from the entry of the Amended Sale-Approval Order (the “Outside Date”), either the Seller or the Buyer may terminate this Agreement or may extend the Outside Date by written agreement (and the Trustee will file a notice of such termination of the Agreement or extension of the Outside Date on the docket in the Bankruptcy Case); provided, that the right to terminate this Agreement pursuant to this Section 3.1(b) shall not be available for a Party seeking to terminate whose material breach of an obligation under this Agreement is the primary cause of the failure of the Closing to occur on or prior to the Outside Date.

Section 3.2 **Effect of Termination; Survival.** In the event of termination of this Agreement each of the Parties hereto and each of their respective Affiliates, equity holders, members, directors, officers, employees and other representatives shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and there shall be no liability or further obligation on the part of any foregoing under this Agreement.

**ARTICLE 4.
MISCELLANEOUS**

Section 4.1 Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived, provided that any such amendment or waiver shall be binding upon a Party only if such amendment or waiver is set forth in a writing executed by the Party against which enforcement is sought.

Section 4.2 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or desirable under any applicable law to consummate the transactions contemplated by this Agreement, except as otherwise specified in this Agreement. Furthermore, at any time, and from time to time, after the Closing Date, each Party will execute such additional instruments and take such action as may be reasonably requested by the other Party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

Section 4.3 Notices. All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given: (i) when received if given in person, (ii) on the date of electronic confirmation of delivery if sent by e-mail, facsimile or other electronic transmission, or (iii) on the first business date of attempted delivery during business hours by a reputable overnight courier. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address indicated below:

(a) if to Seller:

Robert Yaquinto, Jr.
Chapter 11 Trustee of TAG Mobile, LLC
509 N. Montclair Avenue
Dallas, Texas 75208
rob@syllp.com

-and-

J. Robert Forshey
Laurie Dahl Rea
Dylan T.F. Ross
FORSHEY & PROSTOK, LLP
777 Main Street, Suite ~~1290~~1550
Fort Worth, Texas 76102
bforshey@forsheyprostok.com
lrea@forsheyprostok.com
dross@forsheyprostok.com

(b) if to Buyer:

Henry Do
9920 Brooklet Drive
Houston, TX 77099
hdo@hthcomm.com

and

~~Mark Foster~~
~~FosterDanowsky, LLP~~
~~904 West Avenue~~ Lance J.M. Steinhart
Managing Attorney
Lance J.M. Steinhart, PC
1725 Windward Concourse, Suite 407150
Austin, TX 78701
~~mfoster@fosterdanowsky.com~~
Alpharetta, GA 30005
lsteinhart@telecomcounsel.com [mailto:](mailto:lsteinhart@telecomcounsel.com)

Section 4.4 Binding Agreement; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns; provided that neither this Agreement, nor any of the rights, interests, or obligations hereunder may be assigned by either Party without the prior written consent of the other Party.

Section 4.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under all applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement, provided that the basic economic benefits of the Parties can be preserved.

Section 4.6 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

Section 4.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings of the parties. No additions to or modification of this Agreement shall be binding unless executed in writing by all the parties. Except as may be otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a

continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing executed by the party making the waiver.

Section 4.8 Counterparts. This Agreement may be executed in multiple counterparts (including by means of scanned signature pages), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Section 4.9 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Applicable Law of any jurisdiction other than the State of Texas. The resolution of any and all disputes between the parties herein concerning the Assets or this Agreement shall be subject to the exclusive jurisdiction of the Bankruptcy Court.

Section 4.10 Waiver of Jury Trial. Buyer and Seller voluntarily, intentionally and irrevocably waive all right to a trial by jury in any proceeding hereafter arising from this Agreement, including interpretation or enforcement of this Agreement.

Section 4.11 Fees and Expenses; Attorney Fees. Except as otherwise expressly provided in this Agreement, Seller and Buyer shall pay their own fees, costs, and expenses, including taxes associated with such fees, costs, and expenses (including, fees, costs and expenses of legal counsel, accountants, or other representatives and consultants and appraisal fees, costs, and expenses incurred in connection with the negotiation of this Agreement, the performance of its obligations hereunder and thereunder, and the consummation of this Agreement and the transactions contemplated hereby and thereby. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

Section 4.12 Interpretation. When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words “for example”, “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, and the term “or” shall not be exclusive. The words “material” and “materiality” and words of similar import, when used in this Agreement, are to be understood by reference to the businesses, assets and properties of Seller, taken as a whole. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have such defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of

comparable successor statutes, and references to all attachments thereto and instruments incorporated therein and the rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

TAG MOBILE, LLC

By: Robert Yaquinto, Jr.
Title: Chapter 11 Trustee

BUYER:

HENRY DO

By: Henry Do

EXHIBIT B

Amended Membership Interest Purchase Agreement

AMENDED MEMBERSHIP INTEREST PURCHASE AGREEMENT

This AMENDED MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”), dated as of October 15, 2021, by and among Robert Yaquinto, Jr. (the “Trustee”), solely in his capacity as the chapter 11 trustee of TAG Mobile, LLC (“Seller”), and Henry Do or his designee¹ (“Buyer”). Seller and Buyer, are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, on October 5, 2017, Seller’s creditors filed an involuntary petition for relief (the “Bankruptcy Case”) under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”), Case No. 17-33791-sgj-11;

WHEREAS, on January 30, 2018, the Bankruptcy Court entered the *Order for Relief in an Involuntary Case* [Docket No. 50];

WHEREAS, on February 2, 2018, the Bankruptcy Court entered an *Order on Debtor’s Emergency Motion to Convert to a Chapter 11* [Docket No. 58], and on October 11, 2018, the Bankruptcy Court entered its *Order Approving Appointment of Chapter 11 Trustee* [Docketed No. 184];

WHEREAS, Seller is engaged in the business of providing wireless phone services to low-income customers through the Lifeline Program, a publicly-funded program paid for by the Universal Services Fund (“USF”), pursuant to authorizations, certificates, designations, and registrations from the federal government and 19 states (the “Business”);

WHEREAS, pursuant to the Bankruptcy Court’s Order of September 11, 2019 [Docket No. 276], granting the *Amended Motion to Permit Trustee to Create a Subsidiary and Transfer Regulated Assets to it Free and Clear* [Docket No. 259] (the “Amended Motion”), the Bankruptcy Court authorized Seller to form TAG Mobile Bankruptcy Sale Entity LLC (the “Company”) as a wholly owned subsidiary of Seller and seek all regulatory approvals necessary to eventually transfer the Regulated Assets (as defined below) to the Company;

WHEREAS, on May 8, 2020, the Bankruptcy Court entered the *Order Granting the Chapter 11 Trustee’s Motion to (A) Approve Transfer of Assets from Debtor to Debtor’s Subsidiary Free and Clear of Liens, Claims, Encumbrances, and Other Interests; and (B) to Approve Sale of Debtor’s Membership Interest in the Debtor’s Subsidiary and Certain Other Assets to Buyer Free and Clear of All Liens, Claims, Encumbrances, and Other Interests* [Docket No. 359] (the “Sale Order”);

¹ Henry Do’s designee may be a newly formed entity or one of the following companies owned or controlled by Henry Do: Cintex Wireless, LLC, NewPhone Wireless, LLC, TX Mobile, LLC, or Softel Holdings, LLC.

WHEREAS, the winning bidder in the Sale Order was Vector Holdings Group LLC (“Vector”), and Buyer was approved as the first back-up bidder;

WHEREAS, Vector terminated its agreements with the Trustee and will not purchase the Regulated Assets from the Trustee;

WHEREAS, on October 12, 2021, the Bankruptcy Court entered the *Order Granting Motion to Amend Sale Order and Henry Do's Agreement as the First Back-Up Bidder* (the “Amended Sale Order”), which authorized the Trustee to sell the Membership Interests (as defined below) to the Buyer for \$2.7 million (the “Amended Purchase Price”);

WHEREAS, the term “Regulated Assets” shall mean (a) TAG’s Lifeline customers; (b) a Federal Communications Commission (the “FCC”) eligible telecommunications carrier (“ETC”) designation, which the Debtor needs to provide Lifeline services; (c) an approved FCC compliance plan for the Lifeline Program; (d) 19 state ETC designations for the Lifeline Program; (e) 19 state wireless registrations; and (f) domestic and international “section 214” authorizations given by the FCC, which all telecommunication carriers need to provide interstate and international service;

WHEREAS, the term “Authorizations” shall mean the Seller’s (a) FCC ETC designation; (b) 19 state ETC designations; (c) section 214 authorizations; (d) state wireless registrations and (e) the approved FCC Compliance Plan for the Lifeline Program.

WHEREAS, the term “Governmental Approvals” shall mean the approval of the transactions contemplated by: (a) the FCC, including the FCC ETC Designation and Compliance Plan; (b) all applicable state public utilities commissions (the “PUCs”); (c) the Universal Service Administration Company (“USAC”), (d) state Universal Service Funds and any other applicable governmental or quasi-governmental authority (collectively, the “Governmental Entities”);

WHEREAS, Seller has formed the Company and is the owner of all right, title and interest in and to all the limited liability company ownership interests of the Company (the “Membership Interests”);

WHEREAS, Seller intends to use its reasonable best efforts to apply for and receive, all Governmental Approvals to transfer the Regulated Assets from Seller to the Company, free and clear of all Liens; and

WHEREAS, Seller desires to sell to Buyer the Membership Interests of the Company, in exchange for the consideration described herein, and Buyer desires to acquire the Membership Interests from Seller.

NOW, THEREFORE, subject to the conditions set forth herein and in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
PURCHASE AND SALE; CLOSING

Section 1.1 Purchase and Sale. Subject to the terms and conditions set forth herein, on the Closing Date, Seller shall sell, transfer and deliver all of the Membership Interests to Buyer, and Buyer shall purchase all of Seller's right, title and interest in and to the Membership Interests, in each case free and clear of any and all liens, mortgages, pledges, security interest, adverse claims of any kind or regulatory restrictions on transfer or other encumbrances (collectively, "Liens").

Section 1.2 Purchase Price.

(a) The purchase price of the Membership Interests shall be \$2,700,000 (the "Amended Purchase Price") to be paid by Buyer by wire transfer or other immediately available funds to the Trustee at Closing.

(b) Buyer has provided a deposit of \$130,000 (the "Deposit") to the Trustee. The Trustee will hold the Deposit pending the Closing. Buyer will receive a credit toward the Purchase Price in the amount of the Deposit.

Section 1.3 Sale Motion; Sale Approval Order. Within seven (7) days after execution of this Agreement by the Parties, Seller shall file with the Bankruptcy Court a motion (the "Sale Motion") pursuant to the Bankruptcy Code seeking entry of an order approving the sale of the Membership Interests under this Agreement (the "Sale Approval Order"), including without limitation:

(a) providing for a transfer of the Regulated Assets and Authorizations to the Company free and clear of Liens pursuant to Section 363(b) of the Bankruptcy Code;

(b) providing for the sale of the Membership Interests to Buyer free and clear of all Liens pursuant to Section 363(b) of the Bankruptcy Code;

(c) determining the Company is a good-faith transferee of the Regulated Assets under Section 363(m) of the Bankruptcy Code;

(d) determining Buyer is a good-faith purchaser of the Membership Interests under Section 363(m) of the Bankruptcy Code; and

(e) authorizing and approving the transactions contemplated by this Agreement.

Seller's notice of the Sale Motion shall also include a specific statement that the sale is free and clear of all claims for successor liability.

Section 1.4 No Assumption of Liabilities. Buyer shall have no responsibility for any liabilities or obligations of Seller unless specifically provided herein.

Section 1.5 Taxes. Buyer shall pay any taxes that arise from the sale, other than taxes based on Seller's capital gains or income as a result the transaction set forth in this Agreement.

Section 1.6 Subject to Higher and Better Offers. Buyer acknowledges that until the Bankruptcy Court grants the Sale Motion and enters the Sale Approval Order, the sale of the Membership Interests is subject to any higher or better offers, as well as any objections by creditors of Seller and parties in interest in the Bankruptcy Case. Notwithstanding any other provisions hereof to the contrary, from the date of this Agreement and until the date that the Bankruptcy Court enters the Sale Approval Order, Seller and its professionals will continue to market the Membership Interest and may respond to any inquiries or offers to purchase the Membership Interests and perform any and all other acts related thereto which are required under applicable law, including, without limitation, supplying information relating to the Business, Seller or the Company to prospective purchasers.

Section 1.7 Closing. Pursuant to the terms and subject to the conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Trustee or his counsel, commencing at 10:00 a.m. on (a) the fifth day that is not a weekend or holiday (or sooner) following the satisfaction or waiver by the Party entitled to the benefit thereof of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself), or (b) on such other date or place as may be mutually agreeable to Seller and Buyer. The date and time of the Closing are herein referred to as the "Closing Date."

Section 1.8 Conditions to Buyer's Obligations to Close. All obligations of Buyer under this Agreement are subject, at Buyer's option, to the fulfillment, before or at the Closing, of each of the following conditions:

(a) Seller shall have determined in accordance with Section 1.6 of this Agreement that the Purchase Price is the highest and best offer and that the sale of the Membership Interests to Buyer pursuant to this Agreement is in the best interests of Seller's bankruptcy estate.

(b) The Bankruptcy Court shall have entered the Sale Approval Order and such order shall be final and not stayed on appeal.

(c) The statements of Seller in Article 2 shall be true and correct in all respects as of the date hereof and as of the Closing Date as if made as of such date.

(d) Seller shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by Seller before the Closing.

(e) Neither Seller, the Company, nor Buyer shall be subject to any applicable law or injunction restraining, prohibiting or making illegal the consummation of the transactions contemplated hereby.

(f) The Governmental Approvals including, but not limited to those approvals described in Section 4.3 as well as the transfers of control of the Authorizations to Buyer shall have been granted and shall be final.

(g) Buyer shall have made the deliveries required to be made by it under Section 1.10.

(h) Seller has received all of the Governmental Approvals necessary to transfer to Company all of the Authorizations and Buyer has received all of the Governmental Approvals necessary to purchase Company from Seller

Section 1.9 Conditions to Seller's Obligations to Close. All obligations of Seller under this Agreement are subject, at Seller's option, to the fulfillment, before or at the Closing, of each of the following conditions:

(a) Seller shall have determined in accordance with Section 1.6 of this Agreement that the Purchase Price is the highest and best offer and that the sale of the Membership Interests to the Buyer pursuant to this Agreement is in the best interests of Seller's bankruptcy estate.

(b) The Bankruptcy Court shall have entered the Sale Approval Order and such order shall be final and not stayed on appeal.

(c) The representations and warranties of Buyer made in Article 3 shall be true and correct in all respects as of the date hereof and as of the Closing Date as if made as of such date.

(d) Buyer shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by it before the Closing.

(e) Neither Seller nor Buyer shall be subject to any applicable law or injunction restraining, prohibiting or making illegal the consummation of the transactions contemplated hereby.

(f) The Governmental Approvals described in Section 4.3 shall have been granted and shall be final.

(g) Buyer shall have made the deliveries required to be made by it under Section 1.10.

Section 1.10 Closing Deliverables. At the Closing:

(a) Seller will deliver or cause to be delivered to Buyer:

(i) a true, complete and correct copy of (i) the Company's Certificate of Formation and confirmation of its filing, (ii) the Company Agreement (the Certificate of Formation and the Operating Agreement, collectively, the "Organizational Documents"), (iii) a certificate of good standing of the Company from the Secretary of State of Texas, and (iv) duly authorized resolutions of the Company revoking as of the Closing Date all prior authorizations, powers of attorney, designations and appointments relating to the signing of checks, and other similar matters, to the extent requested by Buyer.

(ii) resignations, in form and substance reasonably satisfactory to Buyer, of those managers and officers (and similar positions) of the Company, to the extent requested by Buyer; and

(iii) such other documents and certificates as Buyer may reasonably request for the purpose of evidencing the satisfaction of any condition referred to in Section 1.8, including but not limited to documentation reasonably acceptable to the Parties evidencing Seller's sale, transfer, and assignment of all of the Membership Interests to the Buyer.

(b) Buyer will deliver or cause to be delivered:

(i) The Purchase Price less the Deposit; and

(ii) such other documents and certificates as Seller may reasonably request for the purpose of evidencing the satisfaction of any condition referred to in Section 1.9.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 2.1 Organization and Ownership. The Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Texas. Seller owns all of the Membership Interests in the Company, which have been validly issued, are fully paid and non-assessable, and were issued in compliance with applicable federal and state laws regulating such securities. There are no outstanding options, warrants or similar rights to purchase or convert any obligation into the capital stock or other security of the Company.

Section 2.2 Authority. The Trustee and Seller have the full power and authority to execute, deliver, and perform their obligations under this Agreement, subject to the approval of the Bankruptcy Court and the Governmental Approvals (as defined in the Recitals above).

Section 2.3 No Other Representations or Warranties/Release and Waiver by Buyer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE, NEITHER TRUSTEE, SELLER, NOR ANY OTHER PERSON HAS MADE OR MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EITHER WRITTEN OR ORAL, ON BEHALF OF THE TRUSTEE OR THE SELLER RELATING TO THE MEMBERSHIP INTERESTS OR OTHERWISE IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE MEMBERSHIP INTERESTS FURNISHED OR MADE AVAILABLE TO BUYER AND/OR ITS REPRESENTATIVES, ANY INFORMATION, DOCUMENTS OR MATERIAL DELIVERED TO BUYER AND/OR ITS REPRESENTATIVES, PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTION CONTEMPLATED HEREBY OR AS TO ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW. TRUSTEE AND SELLER HEREBY EXPRESSLY DISCLAIM ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY MATTER WHATSOEVER. BUYER HEREBY

RELEASES AND WAIVES ANY AND ALL CLAIMS, WHENEVER ARISING OR ACCRUING, WHETHER KNOWN OR UNKNOWN, RELATING TO OR ARISING FROM THE CONDITION, QUALITY, PERFORMANCE OR STATUS OF THE MEMBERSHIP INTERESTS AT ANY TIME, AGAINST (1) TRUSTEE AND HIS PROFESSIONALS AND (2) SELLER AND ITS BANKRUPTCY ESTATE. This waiver applies to claims under any legal theory, including but not limited to negligence, negligence per se, negligent misrepresentation, breach of contract or breach of express or implied warranty, breach of fiduciary duty, strict liability or any other theory, whether arising from statute, contract, tort or otherwise. This release and waiver shall be binding upon Buyer and all successor owners, buyers or users of the Membership Interests and their respective employees, contractors, property managers, brokers, heirs, successors, assigns, guests and invitees. This waiver shall act as a complete bar and defense against any released or waived claim and Buyer shall indemnify, defend, reimburse and hold the Trustee and Seller harmless from any claim, suit, demand, damage, liability or expense resulting therefrom.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

Section 3.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

Section 3.2 Authority; No Conflict; Consents. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, and upon the execution and delivery by Buyer of the other transaction documents to which Buyer will be a party, such other transaction documents will constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. The execution, delivery, and performance by Buyer of this Agreement and the other transaction documents have been duly and validly authorized and approved by all necessary corporate action of Buyer, and do not and will not, directly or indirectly, contravene, conflict with or result in a violation of any applicable law, any contract to which Buyer is bound, Buyer's articles of incorporation or Buyer's by-laws, if any. Except for the Governmental Approvals, Buyer is not and will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement or the other transaction documents.

Section 3.3 FCC and State Qualifications. Subject to obtaining the Governmental Approvals to transfer control of the Authorizations to Buyer, Buyer is legally, financially and otherwise qualified under the Communications Act of 1934, as amended, the rules and policies of the FCC, the PUCs and USAC (collectively, the "Communications Laws") to perform its obligations hereunder and to be the holder of the Authorizations, and own and operate the Business. Between the date of this Agreement and the Closing Date, Buyer shall not voluntarily make any changes in the persons who are owners of Buyer or the properties owned or operated by Buyer or to which Buyer provides services that will delay or adversely affect the processing or approval of the Governmental Approvals.

Section 3.4 Litigation. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or relating to, or involving Buyer seeking to restrain, enjoin or prevent the consummation of or otherwise challenge this Agreement or any of the transactions contemplated herein.

Section 3.5 Investment Intent. Buyer is acquiring the Membership Interests for its own account with the present intention of holding the Membership Interests for investment purposes and not with a view to or for sale in connection with any distribution of the Membership Interests in violation of any applicable securities law. Buyer acknowledges that (a) the Membership Interests has not been registered under the Securities Act of 1933, as amended, or applicable state securities law and (b) the Membership Interests cannot be sold, transferred or otherwise disposed of unless they are registered thereunder or an exemption from such registration thereunder is then available.

ARTICLE 4. PRE-CLOSING COVENANTS

Section 4.1 Pre-Closing Operations. From the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with Section 5.1 (the "Pre-Closing Period"), to the extent permitted by the Bankruptcy Code or authorized by order of the Bankruptcy Court, Seller shall:

- (a) not make or authorize any changes to the Company's Organizational Documents except as contemplated herein;
- (b) not make or authorize any change in the Membership Interests; authorize or issue additional equity in the Company; except as provided herein, declare or pay any dividend or other distribution or issue; or otherwise encumber, sell, transfer or issue any outstanding options, warrants or similar rights to purchase or convert any obligation into the capital stock or other security of the Company. Or otherwise dispose of any of the Membership Interests;
- (c) maintain and preserve the Company's business organization;
- (d) maintain the Authorizations in full force and effect and take all actions necessary to so maintain them, including the timely filing and prosecution of any renewal applications or other submissions to the FCC or state agencies; and
- (e) notify Buyer of any material change related to the Membership Interests or Authorizations.

Section 4.2 Access to Records. From the date of this Agreement through the Closing, and upon reasonable prior notice, Seller shall (i) give to Buyer and its representatives full access during normal business hours to all of Seller's and the Company's offices, books, records, contracts and other corporate documents and properties so that Buyer may inspect and audit them; and (ii) furnish such information concerning Seller's and the Company's properties and affairs as Buyer may reasonably request. Buyer acknowledges this opportunity to inspect and audit the records of Seller and the Company and perform its due diligence prior to Closing. Buyer agrees to keep confidential all information obtained from the Seller or the Company under this Section 4.2, unless

such information is available to the public as of the date of this Agreement, becomes publicly available through no fault of the Buyer, is already lawfully known to Buyer at the time of its receipt, is available to Buyer from a third party who is not under an obligation of confidentiality with respect to such information or is required to be disclosed by a governmental agency or court order.

Section 4.3 Consents and Approvals.

(a) From the date of this Agreement through the Closing, Seller shall: (i) use its commercially reasonable efforts to obtain all necessary Governmental Approvals to transfer Authorizations to Company from the Governmental Entities with the assistance of Buyer as may be reasonably required; and (ii) assist and cooperate with Buyer and the Company in preparing and filing all documents required to be submitted by Buyer to any Governmental Entities in connection with such transactions and in obtaining any consents, waivers, authorizations, or approvals that may be required to be obtained by Buyer in connection with such transactions.

(b) With respect to each registration, filing and submission made with any Governmental Entity in connection with a required Governmental Approvals, Seller and Buyer shall each work diligently to prosecute the registration, filing and submission in connection with such required Governmental Approvals.

(c) Seller shall (i) give Buyer prompt written notice of the making or commencement of any request, inquiry, investigation or legal proceeding by or before any Governmental Entity with respect to the transactions contemplated hereby; (ii) keep Buyer informed as to the status of any such request, inquiry, investigation or legal proceeding; and (iii) promptly inform Buyer of any communication to or from any Governmental Entity regarding the transactions contemplated hereby. In addition, except as may be prohibited by any Governmental Entity or by any law, in connection with any such request, inquiry, investigation or legal proceeding, Seller and the Company will permit authorized representatives of Buyer to be present, to the extent practicable, at each meeting or conference relating to such request, inquiry, investigation or legal proceeding and to have access to, be consulted in connection with and, to the extent practicable, provide the opportunity to review in advance any document, opinion or proposal made or submitted to any Governmental Entity in connection with such request, inquiry, investigation or legal proceeding.

(d) Seller and Buyer shall each pay fifty percent (50%) of all filing fees required in connection with every registration, filing and submission made to a Governmental Entity to secure a required Governmental Approval to consummate Closing of the sale of Company to Buyer. The foregoing notwithstanding, Seller shall be solely responsible for all filing fees required to transfer the licenses from Seller to Company.

**ARTICLE 5.
TERMINATION**

Section 5.1 Termination. This Agreement may be terminated at any time before the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) if the Closing shall not have occurred on or before three (3) months from the entry of the Amended Sale Order (the “Outside Date”), either the Seller or the Buyer may terminate this Agreement or may extend the Outside Date by written agreement (and the Trustee will file a notice of such termination of the Agreement or extension of the Outside Date on the docket in the Bankruptcy Case); provided, that the right to terminate this Agreement pursuant to this Section 5.1(b) shall not be available for a Party seeking to terminate whose material breach of an obligation under this Agreement is the primary cause of the failure of the Closing to occur on or prior to the Outside Date;

(c) at the election of the Seller if any condition set forth in Section 1.9 of this Agreement is not satisfied or becomes incapable of fulfillment and is not waived by the Seller;

(d) at the election of the Buyer if any condition set forth in Section 1.8 of this Agreement is not satisfied or becomes incapable of fulfillment and is not waived by the Buyer;

(e) by either party if the Bankruptcy Court indicates it does not intend to, or does not enter the Sale Approval Order within forty-five (45) days of the date of this Agreement; or

(f) by either party if any judicial, administrative or arbitral action, suit or proceeding shall have been commenced, the purpose of which is, or which might result in, preventing the consummation of the transaction contemplated by this Agreement.

Section 5.2 Effect of Termination; Deposit. In the event of the termination of this Agreement for any reason other than Buyer’s breach of the conditions set forth in Sections 1.9 (c), (d) or (g) of this Agreement, the Deposit will be returned to Buyer. In the event of termination of this Agreement pursuant to Section 5.1(c) of this Agreement, Buyer shall forfeit the Deposit and Seller shall be entitled to the Deposit.

Section 5.3 Effect of Termination; Survival. In the event of termination of this Agreement as provided in Section 5.1, each of the Parties hereto and each of their respective Affiliates, equity holders, members, directors, officers, employees and other representatives shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and there shall be no liability or further obligation on the part of any foregoing under this Agreement; provided, however, that, no such termination shall relieve Buyer from any confidentiality duties under this Agreement.

ARTICLE 6. MISCELLANEOUS

Section 6.1 Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived, provided that any such amendment or waiver shall be binding upon a Party only if such amendment or waiver is set forth in a writing executed by the Party against which enforcement is sought.

Section 6.2 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or desirable under any applicable law to consummate the transactions contemplated by this Agreement, except as

otherwise specified in this Agreement. Furthermore, at any time, and from time to time, after the Closing Date, each Party will execute such additional instruments and take such action as may be reasonably requested by the other Party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

Section 6.3 Notices. All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given: (i) when received if given in person, (ii) on the date of electronic confirmation of delivery if sent by e-mail, facsimile or other electronic transmission, or (iii) on the first business date of attempted delivery during business hours by a reputable overnight courier. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address indicated below:

(a) if to Seller:

Robert Yaquinto, Jr.
Chapter 11 Trustee of TAG Mobile, LLC
509 N. Montclair Avenue
Dallas, Texas 75208
rob@syllp.com

-and-

J. Robert Forshey
Laurie Dahl Rea
Dylan T.F. Ross
FORSHEY & PROSTOK, LLP
777 Main Street, Suite 1550
Fort Worth, Texas 76102
bforshey@forsheyprostok.com
lrea@forsheyprostok.com
dross@forsheyprostok.com

(b) if to Buyer:

Henry Do
9920 Brooklet Drive
Houston, TX 77099
hdo@hthcomm.com

and

Lance J.M. Steinhart
Managing Attorney
Lance J.M. Steinhart, PC

1725 Windward Concourse, Suite 150
Alpharetta, GA 30005
lsteinhart@telecomcounsel.com

Section 6.4 Binding Agreement; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns; provided that neither this Agreement, nor any of the rights, interests, or obligations hereunder may be assigned by either Party without the prior written consent of the other Party.

Section 6.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under all applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement, provided that the basic economic benefits of the Parties can be preserved.

Section 6.6 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

Section 6.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings of the parties. No additions to or modification of this Agreement shall be binding unless executed in writing by all the parties. Except as may be otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing executed by the party making the waiver.

Section 6.8 Counterparts. This Agreement may be executed in multiple counterparts (including by means of scanned signature pages), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Section 6.9 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Applicable Law of any jurisdiction other than the State of Texas. The resolution of any and all disputes between the parties herein concerning the Assets or this Agreement shall be subject to the exclusive jurisdiction of the Bankruptcy Court.

Section 6.10 Waiver of Jury Trial. Buyer and Seller voluntarily, intentionally and irrevocably waive all right to a trial by jury in any proceeding hereafter arising from this Agreement, including interpretation or enforcement of this Agreement.

Section 6.11 Fees and Expenses; Attorney Fees. Except as otherwise expressly provided in this Agreement, Seller and Buyer shall pay their own fees, costs, and expenses, including taxes associated with such fees, costs, and expenses (including, fees, costs and expenses of legal counsel, accountants, or other representatives and consultants and appraisal fees, costs, and expenses incurred in connection with the negotiation of this Agreement, the performance of its obligations hereunder and thereunder, and the consummation of this Agreement and the transactions contemplated hereby and thereby. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

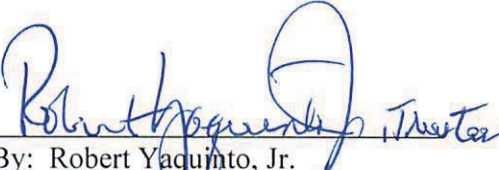
Section 6.12 Interpretation. When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words “for example”, “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, and the term “or” shall not be exclusive. The words “material” and “materiality” and words of similar import, when used in this Agreement, are to be understood by reference to the businesses, assets and properties of Seller, taken as a whole. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have such defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein and the rules and regulations promulgated thereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

TAG MOBILE, LLC



By: Robert Yacumto, Jr.
Title: Chapter 11 Trustee

COMPANY:



By: *ROBERT YACUMTO, JR*
Title: *Trustee of Managing Member*

BUYER:

HENRY DO

Henry Do

By: Henry Do