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July 28, 2022

## VIA ECFS

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

Re: TAG Mobile, LLC Amended Compliance Plan  
WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

On July 26, 2012, TAG Mobile, LLC (“TAG” or “Company”) submitted its Compliance Plan outlining the measures it would take to implement the conditions imposed by the Federal Communications Commission (“FCC” or “Commission”) in its 2012 Lifeline Reform Order.<sup>1</sup> The Commission approved TAG’s Compliance Plan on August 8, 2012.<sup>2</sup>

On October 15, 2021, TAG submitted an Amended Compliance Plan which had been updated to reflect a proposed change in ownership of the Company and compliance with changes to Lifeline program rules due to the passage of time.

The attached version of the Amended Compliance Plan makes the following revisions to the version filed on October 15, 2021:

1. Remove reference to the use of kiosks for enrollment and clarify online enrollment as primary method;
2. Remove reference to “initiation” during initial service activation, such that a subscriber activates Lifeline service simply by engaging in “usage” as defined by 47 C.F.R. § 54.407(c)(2); and
3. Update footnote 50 to reference the entirety of 47 C.F.R. § 54.202 rather than a subsection.

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<sup>1</sup> See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (2012 Lifeline Reform Order).

<sup>2</sup> See *Wireline Competition Bureau Approves the Compliance Plans of Birch Communications, Boomerang Wireless, IM Telecom, Q Link Wireless, and TAG Mobile*, WC Dckt. Nos. 09-197 and 11-42, Public Notice, DA 12-1286 (rel. August 8, 2012).

Marlene H. Dortch, Secretary

July 28, 2022

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TAG respectfully requests that the Commission expeditiously approve its Amended Compliance Plan, as revised. Please feel free to contact the undersigned if there are any questions regarding this filing.

Respectfully submitted,

*s/ Lance J.M. Steinhart*

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Attachment

cc: Nicholas Page

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	
Telecommunications Carriers Eligible to Receive Universal Service Support	WC Docket No. 09-197
Lifeline and Link Up Reform and Modernization	WC Docket No. 11-42
TAG Mobile, LLC	

**TAG MOBILE, LLC AMENDED COMPLIANCE PLAN**

TAG Mobile, LLC (“TAG” or the “Company”),<sup>1</sup> through its undersigned counsel, hereby respectfully submits and requests expeditious approval of these revisions to its approved Compliance Plan (“Amended Compliance Plan”) outlining the measures it will take to comply with the Federal Communications Commission’s (“Commission” or “FCC”) 2012 Lifeline Reform Order,<sup>2</sup> as well as the Order on Reconsideration and Third Report and Order.<sup>3</sup> TAG’s Compliance Plan was originally

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<sup>1</sup> Changes in the Company’s holding company and affiliates following a proposed change in ownership are discussed in Section III herein; upon consummation, the Company’s names and identifiers will be changed to TAG Mobile Telecom, LLC d/b/a TAG Mobile.

<sup>2</sup> See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“2012 Lifeline Reform Order”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012) (“Compliance Plan Public Notice”).

<sup>3</sup> See *Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket Nos. 11-42, 09-197, 10-90, Second Further Notice of Proposed Rulemaking, Order on Reconsideration, Second Report and Order, and Memorandum Opinion and Order, FCC 15-71, ¶ 249 (rel. June 22, 2015) (“Order

approved by the Wireline Competition Bureau (“Bureau”) on August 8, 2012.<sup>4</sup> TAG is designated as an eligible telecommunications carrier (“ETC”) to provide Lifeline services to low-income consumers on a wireless basis in Arizona, Arkansas, California, Colorado, Iowa, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, Oklahoma, Pennsylvania, South Carolina, Texas, West Virginia and Wisconsin. TAG files this Amended Compliance Plan to update the information provided due to the passage of time and to reflect a proposed change in ownership described in Section III below.

TAG commends the Commission’s commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. TAG complies with 911 requirements as described below and qualifies for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act to participate as an ETC in the Lifeline program.<sup>5</sup>

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on Reconsideration”). *See In the Matter of Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket No. 11-42, WC Docket No. 00-197, WC Docket No. 10-90, Third Report and Order, Further Report and Order, and Order on Reconsideration, FCC 16-38 (rel. Apr. 27, 2016) (“Third Report and Order”).

<sup>4</sup> *Wireline Competition Bureau Approves the Compliance Plans of Birch Communications, Boomerang Wireless, IM Telecom, Q Link Wireless, and TAG Mobile*, WC Docket. Nos. 09-197 and 11-42, Public Notice, DA 12-1286 (rel. Aug. 8, 2012).

<sup>5</sup> *See* 2012 Lifeline Reform Order ¶ 368. Although TAG qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements. TAG will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund, including in any state where the public utilities commission determines that TAG provides service using its own facilities for purposes of a state universal service program.

TAG complies fully with all conditions set forth in the 2012 Lifeline Reform Order and Third Report and Order, as well as with the Commission's Lifeline rules and policies more generally.<sup>6</sup> This Compliance Plan describes the specific measures that the Company has implemented to achieve these objectives. Specifically, this Compliance Plan: (1) describes in detail the measures that TAG takes to implement the obligations contained in the 2012 Lifeline Reform Order and Third Report and Order, including (a) the procedures the Company follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Low Income Fund and (b) materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how TAG offers Lifeline services, the geographic areas in which it offers services, and a detailed description of the Company's Lifeline service plan offerings.

#### **ACCESS TO 911 AND E911 SERVICES**<sup>7</sup>

Pursuant to the 2012 Lifeline Reform Order, forbearance is conditioned upon the Company: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its wireless Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of wireless Lifeline-eligible subscribers who obtain Lifeline-supported services.<sup>8</sup> The Company will provide its wireless Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all TAG customers will have available access to emergency calling services at the time that Lifeline voice telephony service is

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<sup>6</sup> TAG will update its associated Lifeline program forms and advertising, whenever necessary, to reflect Commission changes to the applicable Lifeline program rules.

<sup>7</sup> See Compliance Plan Public Notice at 3.

<sup>8</sup> See 2012 Lifeline Reform Order ¶ 373.

initiated, and that such 911 and E911 access will be available from Company handsets, even if the account associated with the handset has no minutes remaining.

TAG's existing practices currently provide access to 911 and E911 services for all customers. TAG uses Sprint and T-Mobile as its underlying wireless network providers/carriers ("Underlying Carriers"). These Underlying Carriers route 911 calls from the Company's customers in the same manner as 911 calls from their own retail customers. To the extent that TAG's Underlying Carriers are certified in a given PSAP territory, this 911 capability will function the same for the Company. TAG also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended or has any remaining minutes.

**E911-Compliant Handsets.** TAG's handsets used in connection with the wireless Lifeline service offering have always been and will continue to be 911 and E911-compliant. The Company's phones have passed a stringent certification process, which ensures that the handset models used meet all 911 and E911 requirements. As a result, any existing wireless customer that qualifies for and elects Lifeline service will already have a 911/E911-compliant handset, which will be confirmed at the time of enrollment in the Lifeline program. To the extent TAG offers handsets for use with its Lifeline service, any new customer that qualifies for and enrolls in TAG's Lifeline voice telephony service is assured of receiving a 911/E911-compliant handset.

To further obtain the benefits of a modernized Lifeline program, the Commission's Third Report and Order also set forth the requirement that Lifeline providers providing both mobile broadband services and devices to their consumers provide handset devices that are Wi-Fi enabled.<sup>9</sup> The Commission further requires such providers to offer the choice to Lifeline customers of devices that are

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<sup>9</sup> See Third Report and Order at ¶ 366.

equipped with hotspot functionality.<sup>10</sup> To the extent TAG offers devices for use with its Lifeline-supported broadband service, it commits to provide devices that meet the equipment requirements set forth in 47 C.F.R. § 54.408(f).

## COMPLIANCE PLAN

### **I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE<sup>11</sup>**

#### **A. Policy**

TAG will comply with the uniform eligibility criteria established in section 54.409 of the Commission’s rules, as amended by and through the Third Report and Order. Therefore, all subscribers will be required to demonstrate eligibility, as determined by the National Lifeline Eligibility Verifier (“National Verifier”),<sup>12</sup> based on: (1) household income at or below one hundred-thirty five percent (135%) of the Federal Poverty Guidelines for a household of that size; or (2) the household’s participation in one of the federal assistance programs listed in sections 54.409 of the Commission’s rules. In addition, through the certification requirements described below and the use of the National Lifeline Accountability Database (“NLAD”), the Company confirms that the subscriber is not already receiving a Lifeline service and no one else in the subscriber’s household is subscribed to a Lifeline service.

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<sup>10</sup> See *id.* The Third Report and Order clarifies that the requirement to provide Wi-Fi-enabled handsets does not apply to devices provided prior to the effective date of the rule (December 2, 2016).

<sup>11</sup> See Compliance Plan Public Notice at 3.

<sup>12</sup> The National Verifier is fully operational, except in NLAD Opt-out states where it is undergoing a modified launch (see *Wireline Competition Bureau Announces the Next National Lifeline Eligibility Verifier Launch in Three States*, WC Docket No. 11-42, Public Notice, DA 19-1290 (rel. Dec. 18, 2019). In these states, TAG will rely upon the National Verifier in conjunction with the state administrator (together, the “National Verifier”) for eligibility determination.

## **B. Eligibility Determination**

Eligible customers will primarily apply electronically on the Company's website, or may have the option to enroll in TAG's Lifeline service in-person with field representatives or at TAG retail locations. Customers may also apply directly with the National Verifier online or by mail. Regardless of enrollment method, TAG relies upon the National Verifier for determination of consumer eligibility for Lifeline.

TAG uses a web-based electronic Lifeline enrollment application ("electronic application") for any in-person Lifeline customer enrollments. The electronic application works on a tablet or computer in tandem with the National Verifier Service Provider portal to provide the required disclosures and collect applicant information, identity documentation, and proof of eligibility, all of which is uploaded to the National Verifier for eligibility determination and NLAD duplicate check. Each prospective customer is checked against the NLAD to ensure that the applicant does not already receive Lifeline service before the customer is enrolled.<sup>13</sup> The electronic application also checks the applicant's address against the E911 database to clear service from TAG's underlying providers and verifies coverage is available in TAG's designated service territory.

When in person, TAG requires all prospective customers to provide a copy of their valid government-issued photo identification.<sup>14</sup> Customers that enroll electronically will use the National Verifier consumer portal to submit their Lifeline application, eligibility proof and copy of government-issued identification directly to the National Verifier, or customers may submit such documentation directly to the National Verifier by mail.

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<sup>13</sup> See *infra* Section I.F. regarding use of the NLAD.

<sup>14</sup> Any identification documentation collected, including documentation used in NLAD processes to verify identity are now retained pursuant to the Order on Reconsideration. See Order on Reconsideration ¶ 224.



As discussed in further detail in Section I.F. below, all employees or representatives (“Representatives”) who interact with current or prospective customers are trained regarding all applicable eligibility and certification requirements, including the one-per-household requirement, and told to inform potential customers of those requirements.

Further, TAG will not enroll customers at retail locations where TAG does not have an agency agreement with the retailer. TAG will require a retailer to have any employees involved in the enrollment process go through the standard TAG training process, just as it would for any other Company Representative. By establishing contractual relationships with all of its Representatives, including future retail outlets, TAG meets the “deal directly” requirement adopted in the TracFone Forbearance Order.<sup>15</sup>

The Commission determined in the 2012 Lifeline Reform Order that ETCs may permit representatives to assist with the Lifeline application process because “the Commission has consistently found that ‘[l]icensees and other Commission regulatees are responsible for the acts and omissions of their employees and independent contractors.’”<sup>16</sup> TAG further commits to comply with the Commission’s *Fifth Report and Order* which set forth reforms to strengthen the Lifeline program’s enrollment, recertification, and reimbursement processes including involvement of representatives.<sup>17</sup>

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<sup>15</sup> See Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, FCC 05-165, ¶ 19 (2005).

<sup>16</sup> 2012 Lifeline Reform Order ¶ 110.

<sup>17</sup> *In the Matter of Bridging the Digital Divide for Low-Income Consumers, Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support*, WC Docket No. 17-287, WC Docket No. 11-42, WC Docket No. 09-197, Fifth Report and Order, Memorandum Opinion and Order and Order on Reconsideration, and Further Notice of Proposed Rulemaking, FCC 19-111 (rel. Nov. 14, 2019) (“*Fifth Report and Order*”).

TAG is responsible for the actions of all of its Representatives, and a non-commissioned TAG employee will be responsible for overseeing and finalizing every Lifeline enrollment and request for reimbursement. The Company will therefore always “deal directly” with its customers to certify and verify the customer’s Lifeline eligibility.

De-Enrollment for Ineligibility. If TAG has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing, will comply with any state dispute resolution procedures applicable to Lifeline termination, and will give the subscriber thirty (30) days to demonstrate continued eligibility.<sup>18</sup> A demonstration of eligibility must comply with the annual verification procedures below and found in rule section 54.410(f), including the submission of a certification form.

As required by the Commission’s rules, if a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within two (2) business days.<sup>19</sup> Customers can make this request by calling the Company's customer service number and will not be required to submit any documents. Live customer service and bilingual operators can currently be reached for Lifeline service support from 9 AM to 6 PM Eastern, Monday through Saturday, with 24/7 access to assistance via IVR and online help center.

### **C. Subscriber Certifications for Enrollment**

TAG has implemented certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance in compliance with 47 C.F.R. § 54.410(a). The

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<sup>18</sup> See 2012 Lifeline Reform Order ¶ 143; 47 C.F.R. § 54.405(e)(1).

<sup>19</sup> See 47 C.F.R. § 54.405(e)(5).

Company shares the Commission’s concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent the Company’s customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete the universal or National Verifier Lifeline application forms required by FCC rules (“Universal Forms”), and thus TAG complies with the disclosure and information collection requirements in 47 C.F.R. § 54.410(d).<sup>20</sup> The Universal Forms, whether online or paper format, indicate qualifying programs as well as a breakdown of income eligibility based upon the Federal Poverty Guidelines by household size. When enrolling with TAG’s assistance via the service provider portal, Company personnel will orally explain the certifications to consumers.<sup>21</sup>

Disclosures. The Universal Forms include the following disclosures, which the Company also includes on its website or electronic application platform: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission’s rules and will result in the applicant’s de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the

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<sup>20</sup> See *FCC Wireline Competition Bureau Provides Guidance on Universal Forms for the Lifeline Program*, WC Docket No. 11-42, Public Notice, DA 18-161 (rel. Feb. 20, 2018). The standard application/certification forms are available on USAC’s website (See USAC, Lifeline Forms, <https://www.usac.org/lifeline/additional-requirements/forms/>). See Compliance Plan Public Notice at 3.

<sup>21</sup> See 2012 Lifeline Reform Order ¶ 123.

applicant may not transfer his or her benefit to any other person.<sup>22</sup> The Universal Forms further collect the information and certifications required by 47 C.F.R. §§ 54.410(d)(2)-(3), and require the applicant to consent to transmission of the subscriber's information to the Administrator to ensure the proper administration of the Lifeline program.<sup>23</sup>

#### **D. Annual Verification Procedures**

TAG relies upon the National Verifier to annually re-certify all subscribers in compliance with section 54.410(f)(3) of the Commission's rules. The National Verifier is responsible for annually confirming a subscriber's current eligibility to receive Lifeline by querying the appropriate income or eligibility databases, or contacting subscribers as needed to obtain a signed certification from the subscriber on a form that meets the certification requirements in section 54.410(d). The National Verifier is also responsible for sending notice to the subscriber explaining that failure to respond to the re-certification request within sixty (60) days will result in the subscriber's de-enrollment from the Lifeline program. If TAG is notified by the National Verifier that it is unable to re-certify a subscriber, TAG will comply with the de-enrollment requirements provided for in §54.405(e)(4).<sup>24</sup>

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<sup>22</sup> See *id.* ¶ 121; 47 C.F.R. § 54.410(d)(1).

<sup>23</sup> See 47 C.F.R. § 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. See 47 C.F.R. § 54.404(b)(9).

<sup>24</sup> TAG may send messages to its customers, as permitted by National Verifier recertification processes, to educate them regarding the annual recertification process and requirement, as contemplated by the 2012 Lifeline Reform Order. This type of educational recertification message is consistent with the 2012 Lifeline Reform Order, which states that "ETCs and states may also choose to notify subscribers about the re-certification requirements in their Lifeline outreach materials. By taking these actions, ETCs and states will ensure that consumers are aware of the importance of responding to re-certification efforts, and that they are not inadvertently disconnected due to a lack of understanding of program rules." 2012 Lifeline Reform Order ¶ 145.

### **E. Activation and Non-Usage**

To the extent TAG offers Lifeline service that does not require the Company to assess and collect a monthly fee from its subscribers, TAG will not consider a subscriber activated, and will not seek Lifeline reimbursement for that subscriber, until the subscriber activates the Company's service by engaging in an activity that constitutes use of the service as set forth in 47 C.F.R. § 54.407(c)(2).<sup>25</sup>

After service activation, TAG will not seek reimbursement from the Universal Service Fund for and will de-enroll any subscriber that has not used TAG's Lifeline service as set forth in 47 C.F.R. § 54.407(c)(2). An account will be considered active if the authorized subscriber establishes usage, as "usage" is defined by 47 C.F.R. § 54.407(c)(2), during the specified timeframe, currently a period of thirty (30) days, or during the notice period set forth in 47 C.F.R. § 54.405(e)(3), currently a period of fifteen (15) days. In accordance with 47 C.F.R. § 54.405(e)(3), TAG will provide the subscriber advanced notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the notice period will result in service termination for non-usage. TAG will update the NLAD within one (1) business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.<sup>26</sup>

### **F. Additional Measures to Prevent Waste, Fraud and Abuse**

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, TAG has implemented measures and procedures to prevent duplicate Lifeline benefits being awarded to the

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<sup>25</sup> See 2012 Lifeline Reform Order ¶ 257; 47 C.F.R. § 54.407(c)(1).

<sup>26</sup> See 2012 Lifeline Reform Order at ¶ 257; see also 47 C.F.R. §§ 54.404(b)(10) and 54.405(e)(3), respectively.

same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

Database. The Company complies with the requirements of the NLAD and section 54.404 of the Commission’s rules. Through use of the National Verifier, the Company queries the NLAD for every enrollment<sup>27</sup> to determine whether a prospective subscriber is currently receiving a Lifeline service from another ETC and whether anyone else living at the prospective subscriber’s residential address is currently receiving Lifeline service.<sup>28</sup>

In addition to checking the NLAD, Company personnel emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction. All Company personnel interacting with existing and potential Lifeline customers undergo training regarding eligibility and certification requirements. Representatives must acknowledge completion of the training and agree to follow the procedures outlined therein. Further, Representatives assisting with National Verifier or NLAD transactions will be required to participate in the Representative Accountability Database in accordance with FCC rules. All Representatives are given a toll-free hotline and an email address that can be used for any issues or questions regarding Lifeline services.

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<sup>27</sup> With the limited exception of states that have opted out of the NLAD. In those states, TAG will follow the duplicates detection process required by the state.

<sup>28</sup> See 2012 Lifeline Reform Order ¶ 203. The Company transmits to the NLAD the information required for each new Lifeline subscriber. See *id.*, ¶¶ 189-195; 47 C.F.R. § 54.404(b)(6). Further, the Company updates each subscriber’s information in the NLAD within ten (10) business days of any change, except for de-enrollment, which will be transmitted within one business day. See 47 C.F.R. § 54.404(b)(8),(10). These statements may not be applicable in states that have opted out of the NLAD.

One-Per-Household Certification. TAG has implemented the requirements of the 2012 Lifeline Reform Order to ensure that it provides only one Lifeline benefit per household<sup>29</sup> through the use of Universal Forms discussed above, National Verifier and NLAD database checks, and its marketing materials discussed below. Upon receiving an application for the Company's Lifeline service, TAG will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.<sup>30</sup> If an applicant shares an address with one or more existing Lifeline subscribers according to the NLAD or National Verifier, the prospective subscriber may complete a form certifying compliance with the one-per-household rule in accordance with 47 C.F.R. § 54.410(g).<sup>31</sup>

If an applicant is determined to have an existing Lifeline service, TAG will explain that a subscriber cannot have multiple Lifeline Program benefits with the same or different service providers, and will obtain consent from the subscriber that the subscriber wishes to transfer their existing Lifeline service to TAG (and acknowledges doing so will result in loss of the Lifeline benefit with their former Lifeline service provider) prior to initiating a benefit transfer.

Marketing Materials. The Company includes the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may

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<sup>29</sup> A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. *See* 2012 Lifeline Reform Order ¶ 74; section 54.400(h).

<sup>30</sup> *See* 2012 Lifeline Reform Order ¶ 78.

<sup>31</sup> The Household Worksheet is available at <https://www.usac.org/lifeline/additional-requirements/forms/>.

enroll in the program, (5) the program is limited to one discount per household; (6) that documentation is necessary for enrollment; and (7) the name of the ETC (TAG Mobile).<sup>32</sup> These statements are included in all print, audio visual, and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering.<sup>33</sup> This specifically includes the Company's website as well as outdoor signage.<sup>34</sup> Samples of the Company's marketing materials are included as **Exhibit A**.<sup>35</sup> In addition, the application forms state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

#### **G. Company Reimbursements from the Fund**

To ensure that TAG does not seek reimbursement from the Fund without a subscriber's consent, the Company certifies, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid certification and verification forms from each of the subscribers for whom it is seeking reimbursement.<sup>36</sup> Further, the Company will comply with the Commission's requirement to use a first day of the month uniform snapshot date to request reimbursement from USAC for the provision of Lifeline support.<sup>37</sup> In addition, the Company will keep accurate records as directed by USAC<sup>38</sup> and as required by section 54.417 of the Commission's rules.

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<sup>32</sup> See 2012 Lifeline Reform Order ¶ 275; 47 C.F.R. § 54.405(c).

<sup>33</sup> See *id.*

<sup>34</sup> See *id.*

<sup>35</sup> Exhibit A is a sample and is subject to change, especially to ensure compliance with changes in FCC rules or state-specific conditions.

<sup>36</sup> See 2012 Lifeline Reform Order ¶ 128; 47 C.F.R. § 54.407(d).

<sup>37</sup> See 47 C.F.R. § 54.407(a).

<sup>38</sup> See *id.* at § 54.407(e).



## H. Annual Company Certifications

The Company submits an annual FCC Form 481 filing to the Commission by July 1<sup>st</sup> of each year, providing the Company's business and affiliate information, terms and conditions of any voice telephony plans offered to Lifeline subscribers, and all other required information and certifications.<sup>39</sup> The Company also submits an annual Form 555 filing to the Commission certifying, under penalty of perjury, that the Company: (1) has policies and procedures in place to ensure that its Lifeline subscribers are eligible to receive Lifeline services; (2) that the Company is in compliance with all federal Lifeline certification procedures; and (3) that the Company is in compliance with the minimum service levels set forth in 47 C.F.R. §54.408.<sup>40</sup> The Company provides the results of its re-certification efforts, performed pursuant to section 54.410(f) of the Commission's rules, as amended, annually by January 31<sup>st</sup>, for its re-certification efforts of the previous year.<sup>41</sup>

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<sup>39</sup> See *id.* § 54.422.

<sup>40</sup> See *id.* § 54.416(a).

<sup>41</sup> See *id.* § 54.416(b).

## II. Description of Lifeline Service Offerings<sup>42</sup>

TAG will offer its Lifeline service in the service areas in the states where it is designated as an ETC and throughout the coverage area of its respective, underlying provider(s). TAG's Lifeline-supported services will meet or exceed the minimum service standards set forth in 47 C.F.R. § 54.408.

TAG's current wireless Lifeline offering based upon minimum service standards effective December 1, 2020 consists of the following plan option(s):

<b>PLAN DESCRIPTION</b>	<b>VOICE</b>	<b>TEXT</b>	<b>DATA</b>	<b>LIFELINE PRICE</b>
1000 Voice/Unlim Text/ 4.5 GB Data	1000	Unlimited	4.5 GB	\$0.00

In addition to allotments of voice, text and broadband services, TAG's current wireless Lifeline offering includes a free handset or SIM card and access to custom calling features at no charge, including Caller ID, Call Waiting, and Voicemail. All wireless Lifeline plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Lifeline customers can purchase additional minutes or data through customer service and on the Company's website. Additional information regarding the Company's wireless Lifeline plans, rates and services can be found on its website.

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<sup>42</sup> See Compliance Plan Public Notice at 3.

### III. **Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation**<sup>43</sup>

Financial and Technical Capabilities. Section 54.202(a)(4)<sup>44</sup> requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission’s Lifeline service requirements,<sup>45</sup> and the Compliance Plan Public Notice requires that carriers’ compliance plan include this demonstration. Among the factors that the Commission will consider are the following: (1) the carrier’s prior offering of service to non-Lifeline subscribers; (2) the length of time that the carrier has been in business; (3) whether the carrier relies exclusively on Lifeline reimbursement to operate; (4) whether the carrier receives revenues from other sources; and (5) whether the carrier has been the subject of an enforcement action or ETC revocation proceeding in any state.

On October 5, 2017, TAG’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. 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 to form TAG Mobile Bankruptcy Sale Entity LLC (“TAG Bankruptcy Entity”) as a wholly owned subsidiary of TAG and to eventually transfer the Regulated Assets (as defined below) to the TAG Bankruptcy Entity. On May 8, 2020, the Bankruptcy Court entered an *Order Granting the Chapter 11 Trustee’s Motion to (A) Approve Transfer of Assets from*

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<sup>43</sup> See Compliance Plan Public Notice at 3.

<sup>44</sup> See 47 C.F.R. § 54.202(a)(4).

<sup>45</sup> See 2012 Lifeline Reform Order ¶¶ 387-388 (revising 47 C.F.R. § 54.202(a)(4)).

*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").<sup>46</sup> The transfer of assets included, among other regulated assets defined in the Sale Order,<sup>47</sup> TAG's approved FCC Compliance Plan. 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 TAG's membership interests in the TAG Bankruptcy Entity to the Buyer for \$2.7 million (the "Amended Purchase Price"). The Amended Sale Order approved the Amended Membership Interest Agreement. The Amended Sale Order is attached as **Exhibit B**.

Pursuant to the terms of the 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, and Softel Holdings, LLC ("Softel") (as the designee of Henry Do), agreed to Softel purchase one hundred percent (100%) of the membership interests of TAG Bankruptcy Entity (the "Transaction"). A copy of the Amended Membership Interest Purchase Agreement was attached as an exhibit to the Amended Sale Order. Upon consummation of the Transaction, which is subject

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<sup>46</sup> Softel was the first alternate bidder to purchase the Regulated Assets, subject to receipt of required regulatory approvals. The original winning bidder terminated its agreement with TAG Mobile.

<sup>47</sup> 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 given by the FCC, which all telecommunication carriers need to provide interstate and international service.

only to any required regulatory approvals, Softel intends to change the name of TAG Bankruptcy Entity to TAG Mobile Telecom, LLC d/b/a TAG Mobile.

Softel is a Texas limited liability company with its principal offices located at 9920 Brooklet Drive, Houston, Texas 77009. Softel was created for purposes of the Transaction. Softel has established 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 100% of: (a) Cintex Wireless, LLC d/b/a SFone Wireless, a Delaware limited liability company (“Cintex”), that provides non-Lifeline wireless services throughout the United States, and 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 Emergency Broadband Provider (“EBP”) in over 45 jurisdictions; (b) NewPhone Wireless, LLC, a Louisiana limited liability company, that provides Lifeline-only wireless services in Louisiana in which it has been designated as an ETC to provide Lifeline services to low-income consumers, has been approved EBP in over 45 jurisdictions, and is authorized to provide non-Lifeline wireless services throughout the United States; (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, a Texas limited liability, that provides distribution services to Lifeline-only wireless providers; and (e) VTel Holdings, LLC, a Texas limited liability company, which was approved by the FCC’s International Bureau, the California Public Utilities Commission, and the Mississippi Public Service Commission, to acquire 100% ownership interest in Air Voice Wireless, LLC, which holds ETC designations 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. Neither Softel nor any of

its affiliates have foreign ownership and, like TAG, are not foreign carriers or affiliated with foreign carriers in any market.

Softel brings to TAG not only financial stability, but also managerial and technical resources available to Softel through its affiliates which have been providing telecommunications service and handsets, including wireless Lifeline service, for over thirteen (13) years. Softel and its affiliates receive revenue from a number of sources which are independent from the revenue it receives in the form of Lifeline reimbursements, such as the following wholesale and non-Lifeline wireless services: income from the sale of prepaid wireless services to non-Lifeline consumers as well as the sale of replenishment airtime minutes and data to Lifeline consumers, the sale of various other ancillary services, and the sale of wireless handsets. Softel will similarly move forward with TAG operations such that TAG provides non-Lifeline services wholly separate from and/or complementary to its Lifeline services. Consequently, TAG will not be relying exclusively on Lifeline reimbursement for its operating revenues. Under current ownership, neither Softel nor its affiliates have been subject to enforcement sanctions related to the Low Income Fund or ETC revocation proceedings in any state.<sup>48</sup> Cintex and NewPhone currently provide wireless Lifeline and EBB services to approximately 190,000 subscribers.

With respect to technical expertise, Softel and its affiliates have considerable experience complying with the requirements of the federal Lifeline program. In addition, key members of TAG's current operations team will remain with the Company post-Transaction, continuing to work on day-to-day operations. As a result, the Transaction will bring together TAG's current valued personnel, and the full strength of Softel and its affiliates' proven telecommunications capabilities

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<sup>48</sup> Pursuant to a Membership Interest Purchase Agreement dated February 6, 2019, Henry Hung Do purchased 100% of the equity of Cintex. Pursuant to an Order and Consent Decree adopted on December 22, 2017, Cintex settled a Notice of Apparent Liability with the FCC. *See* File No. EB-IHD-13-00010671.

and business expertise, particularly with respect to compliance and marketing in the low-income consumer sector. As a result, Softel's ownership will enable TAG to achieve measurable growth at the same time as it develops improved operating efficiencies, which are both necessary components for the Company to thrive. In addition, the Transaction will not result in any loss or impairment of service for any customer, and customers will continue to receive their existing services at the same or better rates, terms, and conditions currently in effect.

Service Requirements Applicable to the Company's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."<sup>49</sup> TAG certifies that it will comply with the service requirements applicable to the support the Company receives.<sup>50</sup> TAG's Lifeline-supported voice services will meet the minimum service standards set forth in 47 C.F.R. § 54.408. TAG's Lifeline supported broadband services will meet the minimum service standards set forth in 47 C.F.R. § 54.408 for mobile broadband internet access services, including for service speed and data usage allowance, as such standards are updated on an annual basis. To the extent TAG provides devices for use with Lifeline-supported broadband service, such devices will meet the equipment requirements set forth in 47 C.F.R. § 54.408(f), and TAG will not impose an additional or separate tethering charge for mobile data usage below the minimum standard.

The Company provides all of the telecommunications services supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. The Company's services include broadband Internet access service

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<sup>49</sup> Compliance Plan Public Notice at 3.

<sup>50</sup> See 47 C.F.R. § 54.202.

as well as voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, the Company's wireless service offerings included in Section II *supra* provide its customers with a set number of minutes of use at no additional charge to the customer beyond the monthly plan rate, and can be used for local and domestic toll service.

The Company also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available, and will comply with any Commission requirements regarding E911-compliant handsets. As discussed above, the Company will comply with the Commission's applicable forbearance grant conditions relating to the provision of 911 and E911 services and handsets (when applicable).

Finally, TAG will not provide toll limitation service ("TLS"), which allows low-income consumers to avoid unexpected toll charges. However, since TAG is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their preset minutes. The Company, like most wireless carriers, does not differentiate domestic long-distance toll usage from local usage and all usage is paid for in advance. Pursuant to the 2012 Lifeline Reform Order, subscribers to such services are not considered to have voluntarily elected to receive TLS.<sup>51</sup>

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<sup>51</sup> See 2012 Lifeline Reform Order ¶ 230.



#### IV. Conclusion

TAG submits that its Amended Compliance Plan fully satisfies the conditions set forth in the Commission's 2012 Lifeline Reform Order, the Compliance Plan Public Notice and the Lifeline rules. Timely approval of this Amended Compliance Plan is essential to allow TAG to consummate the ownership change as described herein and demonstrably strengthen the Company's operating capabilities to the direct benefit of its Lifeline customers. Accordingly, the Company respectfully requests that the Commission expeditiously approve the revisions to its Compliance Plan.

Respectfully submitted,

*/s/ Lance J.M. Steinhart*

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

July 28, 2022

**Exhibit A**

Sample Marketing Materials



# FREE CELL PHONE SERVICE

FREE TALK, TEXT AND DATA

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NO CONTRACT | NO CREDIT CHECK

**SIGN UP TODAY**

**Tag Mobile is a provider of Lifeline, a non-transferable federal benefit program. You must be eligible to enroll. Lifeline support is limited to one per household on wireline, wireless, or broadband service. If your household's income is at or below 135 percent of the federal poverty guidelines, or if you participate in a qualifying federal assistance program, you may be eligible for a Lifeline Program discount. Proof of eligibility will be required during enrollment.**

# FREE CELL PHONE SERVICE

## FREE TALK, TEXT AND DATA



NO CONTRACT | NO CREDIT CHECK



[WWW.TAGMOBILE.COM](http://WWW.TAGMOBILE.COM)

TAG MOBILE IS A PROVIDER OF LIFELINE, A NON-TRANSFERABLE FEDERAL BENEFIT PROGRAM. YOU MUST BE ELIGIBLE TO ENROLL. LIFELINE SUPPORT IS LIMITED TO ONE PER HOUSEHOLD ON WIRELINE, WIRELESS, OR BROADBAND SERVICE. IF YOUR HOUSEHOLD'S INCOME IS AT OR BELOW 135 PERCENT OF THE FEDERAL POVERTY GUIDELINES, OR IF YOU PARTICIPATE IN A QUALIFYING FEDERAL ASSISTANCE PROGRAM, YOU MAY BE ELIGIBLE FOR A LIFELINE PROGRAM DISCOUNT. PROOF OF ELIGIBILITY WILL BE REQUIRED DURING ENROLLMENT.

**Exhibit B**

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.

  
United States Bankruptcy Judge

Signed October 12, 2021

**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 designee<sup>1</sup> (“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**, 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”);**

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<sup>1</sup> 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~~<sup>32</sup>,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~~<sup>has provided</sup> 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](mailto: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](mailto:bforshey@forsheyprostok.com)  
[lrea@forsheyprostok.com](mailto:lrea@forsheyprostok.com)  
[dross@forsheyprostok.com](mailto:dross@forsheyprostok.com)

(b) if to Buyer:

Henry Do  
9920 Brooklet Drive  
Houston, TX 77099  
[hdo@hthcomm.com](mailto: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.com](mailto:mfoster@fosterdanowsky.com)[steinhart@telecomcounsel.com](mailto:steinhart@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 designee<sup>1</sup> (“**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**”);

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<sup>1</sup> 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](mailto: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](mailto:bforshey@forsheyprostok.com)  
[lrea@forsheyprostok.com](mailto:lrea@forsheyprostok.com)  
[dross@forsheyprostok.com](mailto:dross@forsheyprostok.com)

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(b) if to Buyer:

Henry Do  
9920 Brooklet Drive  
Houston, TX 77099  
[hdo@hthcomm.com](mailto: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**

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

**BUYER:**

**HENRY DO**

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By: Henry Do