

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Agreement”) is made as of 20th day of January 2021 among and between Mobile Radio Partners, Inc. (a Virginia Sub-S Corp.) (“Buyer”), TBLC Virginia Holdings, LLC (a Tennessee Limited Liability Company) (“Seller”), and Fowler Media Consulting, LLC (a South Carolina Limited Liability Company) (the “Escrow Agent”).

Recitals

Seller and Buyer are parties to an Asset Purchase Agreement of even date herewith pursuant to which Buyer is to deposit funds with the Escrow Agent in connection with the purchase and sale of certain assets described therein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller, Buyer and Escrow Agent hereby agree as follows:

1. Escrow Account and Deposit. The Escrow Agent has established, or simultaneously with the execution hereof will establish, an account into which Buyer has deposited, or simultaneously with the execution hereof will deposit, Nine Thousand One Hundred Twenty-Five Dollars (\$9,125.00). Upon receipt thereof, the Escrow Agent shall provide Buyer and Seller confirmation thereof, and shall hold and disburse such deposit only as set forth in this Agreement. Such deposit, together with accrued interest, is referred to herein as the “Deposit.”

2. Release of Deposit by Escrow Agent. The Escrow Agent shall promptly release all or a portion of the Deposit to Buyer or Seller, as the case may be, upon the first to occur of the following circumstances:

(i) the Escrow Agent receives joint written instructions from Seller and Buyer directing the Escrow Agent to make such release, or

(ii) the Escrow Agent receives a final order of a court of competent jurisdiction authorizing the Escrow Agent to make such release.

3. Reliance by Escrow Agent. The Escrow Agent shall be entitled to rely upon and act in accordance with any of: (a) the joint written instructions of Seller and Buyer, (b) a final order of a court of competent jurisdiction authorizing the Escrow Agent to release the Deposit, or any portion thereof, to Buyer or Seller.

4. Conflicting Demands. If conflicting demands are made upon the Escrow Agent, the Escrow Agent shall not be required to resolve such dispute or take any action, but may await resolution of the dispute by joint instructions from Seller and Buyer or by receipt of a final order from a court of competent jurisdiction.

With a copy to: Gary N. Schwartz, Esq.
FELDMAN BERMAN SCHWARTZ LLP
20750 Ventura Blvd, Suite 201
Woodland Hills, CA 91364
Email: gschwartz@fbsllp.com

If to Seller: Mark Janbakhsh
Chief Executive Office
TBLC Virginia Holdings, LLC
3955 Nolensville Pike
Nashville, TN 37211
mark@aufps.com

With a Copy to: Anthony Lepore, Esq.
Radiotvlaw Associates, LLC
4101 Albemarle Street N.W. #324
Washington DC 20016-2151
anthony@radiotvlaw.net

If to Escrow Agent: Todd W. Fowler
President
Fowler Media Consulting, LLC
2317 Darts Cove Way
Mount Pleasant, SC 29466
todd@fowlermediaconsulting.com

or to such other address as may be specified by any party in a written notice to the other parties.

8. Governing Law. This Agreement shall be construed under the laws of the State of South Carolina.

9. Waiver. This Agreement may be amended or modified, and any term may be waived, only if such amendment, modification or waiver is in writing and signed by all parties.

10. No Third Party Beneficiaries. This Agreement is a personal one, the duty of the Escrow Agent being only to the parties hereto, their successors or assigns, and to no other person whatsoever.

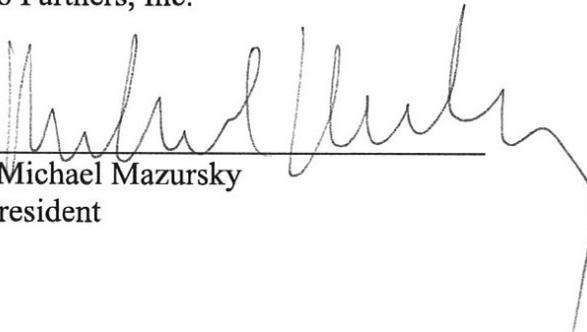
11. Counterparts. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers all as of the day and year first above written.

BUYER: Mobile Radio Partners, Inc.

By: 
Name: Michael Mazursky
Title: President

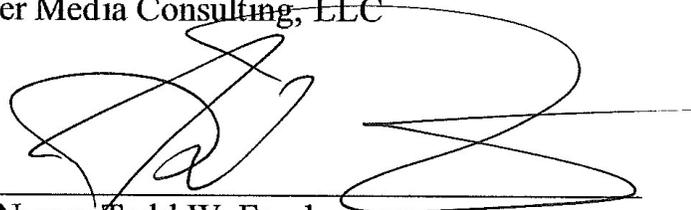
SELLER:

TBLC Virginia Holdings, LLC

By: 
Name: Mark Janbakhsh
Title: Chief Executive Officer

ESCROW AGENT:

Fowler Media Consulting, LLC

By: 
Name: Todd W. Fowler
Title: President