

SCHEDULE 4.6

Finder Fees
Spectrum Bridge, Inc.

{00149019-1}

SCHEDULE 6.2(b)(iv)

Incumbent Licenses

{00149019-1 }

EXHIBIT A

The entire A Block AMTS Frequencies from Station WQGF 318 are to be assigned to Buyer in the areas designated below:

Pricing of Proposed Spectrum

#	County	State	Bandwidth*	2000 Pops	2009 Estimated Pops	2009 MHz Pops
1	Ventura County	CA	1 MHz	753,197	791,247	791,247
2	Los Angeles County	CA	1 MHz	9,519,338	9,826,493	9,826,493
3	San Bernardino, County	CA	1 MHz	1,709,434	1,981,696	1,981,696
4	Orange County	CA	1 MHz	2,846,289	2,970,485	2,970,485
5	San Diego County	CA	1 MHz	2,813,833	2,937,023	2,937,023
6	Riverside County	CA	1 MHz	1,545,387	2,000,816	2,000,816

Total MHz Pops: 20,507,760

* Subject to the provisions of Section 2.2 (b) of the Purchase Agreement

{00149019-1}

EXHIBIT B

FCC Waivers

{00149019-1}

EXHIBIT C

Deposit Fund Escrow Agreement

{00149019-1 }

EXHIBIT D

Interference Protection Map

{00149019-1 }

EXHIBIT E

Modifications to License

The FCC Seller License Modification Application will request modification of the Partitioned License, pursuant to Section 20.9 of the FCC's Rules, to provide private mobile radio services, rather than commercial mobile radio services.

{00149019-1}

ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of February 8, 2010 (the "Agreement") by and among **Southern California Regional Rail Authority** a Joint Exercise of Powers Agency created under California Government Code Section 6500 et seq ("**Party A**"); **Maritime Communications/Land Mobile LLC**, a limited liability company duly organized and existing under the laws of the state of Delaware ("**Party B**"); and Union Bank, N.A., a national banking association (hereinafter referred to as "Escrow Agent").

WHEREAS, Party A and Party B have entered into a separate Asset Purchase Agreement under which terms the Parties will deposit funds into escrow for release to either Party under specified conditions, either "termination" or "closing", as set forth in the separate Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1. Appointment of Escrow Agent. Party A and Party B hereby appoint Escrow Agent to act as escrow agent in accordance with the terms and conditions set forth herein, and Escrow Agent hereby accepts such appointment.

Section 2. Establishment of Escrow Account. Escrow Agent shall open and maintain a non-interest bearing account on the terms and conditions set forth herein (the "Escrow Account").

Section 3. Wire transfer instructions for sending the Escrow Funds, as hereinafter defined, to Escrow Agent are as follows:

Union Bank, N.A.
Monterey Park, CA
ABA: [REDACTED]
Account: [REDACTED]
Account Name: - [REDACTED]
For Further Credit: [REDACTED]
Attention: Jennifer Earle

Section 4. Deposits into the Escrow Account. Party A simultaneously with or within three Business Days after the execution and delivery of this Agreement will make a deposit with Escrow Agent in the sum of \$657,800 in immediately available funds, and Party A and Party B shall jointly instruct for the deposit from a previously created escrow account the sum of \$60,000 in immediately available funds for a total sum deposit of \$717,800 (the "Escrow Funds"), which Escrow Funds shall be held by Escrow Agent under the terms and conditions hereinafter set forth. The Escrow Funds, plus all interest, dividends and other distributions and payments thereon received by Escrow Agent from time to time, less any property distributed and/or disbursed in accordance with this Agreement, from time to time are collectively referred to

{00149157-1 } Union Bank, N.A.
Last modified 01.05.10

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EXHIBIT

hereinafter as the "Escrow Property". Escrow Agent shall have no duty to solicit delivery of the Escrow Property.

Section 5. Investment of the Escrow Property. As soon as practicable after the receipt thereof, Escrow Agent shall cause the Escrow Property to be invested in the BlackRock Liquidity Funds T-Fund Dollar Shares, and the parties acknowledge that the Escrow Agent may render administrative services and receive additional fees from the administrator or distributor of said fund.

Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property shall become part of the Escrow Property and losses incurred on such investment and reinvestment of the Escrow Property shall be reflected in the value of the Escrow Property from time to time. Notwithstanding the foregoing, Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever Escrow Agent shall be required to release all or any portion of the Escrow Property pursuant to this Agreement. In no event shall Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

Section 6. Distribution of the Escrow Property. Escrow Agent shall hold the Escrow Property in its possession and disburse the Escrow Property or any specified portion thereof only as follows:

(a) Procedure for Release

- i. Upon the happening of an event of termination as contemplated in Section 11 of the separate Asset Purchase Agreement entered into by Party A and Party B, either Party A or Party B may deliver to the Escrow Agent and the other Party a written notice signed by an authorized person set forth on Schedule I attached hereto ("Authorized Representative") requesting the release of the Escrow Property to itself, which request shall state that an event of termination has occurred and providing reasonable particulars thereof. If the other party does not, as soon as reasonably possible, but in no event later than thirty (30) days after the receipt of such copy, deliver a written notice from an Authorized Representative (a "Dispute Notice") to the Escrow Agent stating that no such event of termination has occurred and providing reasonable particulars, then the Escrow Agent shall disburse the Escrow Property to the party requesting release within 3 Business Days, according to paragraph (iii) below. If the other party delivers a Dispute Notice to the Escrow Agent within the prescribed time period, then the Escrow Agent shall continue to hold the Escrow Property in escrow pending the determination of the dispute by an arbitrator pursuant to Section 6 (b) hereof. If a Dispute Notice is delivered, the party will contact Escrow Agent via telephone to inform them of the Dispute Notice. A failure by a party to deliver a written request for the release of the Escrow Property upon becoming aware of an event of termination shall

- not prevent or stop a party from delivering such a request at any time thereafter.
- ii. Either Party A or Party B may deliver to Escrow Agent a written notice signed by an Authorized Representative requesting the release of the Escrow Property to the other party. Upon receipt of such a written notice, Escrow Agent shall, within 3 Business Days, disburse the Escrow Property according to paragraph (iii) below.
 - iii. If the conditions for release of the Escrow Property to Party B set forth above are satisfied, then within the time period set forth in paragraphs (i) and (ii) above, Escrow Agent shall and is hereby directed to withdraw and pay from the Escrow Account to Party B all of the Escrow Property, less any interest. Escrow Agent shall withdraw and pay from the Escrow Account to Party A any remaining Escrow Property in the Escrow Account. If the conditions for release of the Escrow Property to Party A set forth above are satisfied, then within the time periods set forth in paragraphs (i) and (ii) above, Escrow Agent shall and is hereby directed to withdraw and pay from the Escrow Account to Party A all of the Escrow Property. For purposes of this Agreement Business Day shall mean any day Union Bank, N.A. is open for business. All payments of the Escrow Property will be effected by wire transfer in immediately available funds.

(b) Arbitration. If either party delivers a Dispute Notice to the Escrow Agent within the time prescribed in Section 6 (a)(i), then the Escrow Agent shall promptly deliver a copy of the Dispute Notice to the other party and the parties may submit the issue of whether or not an event of termination has occurred to an arbitrator. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled by arbitration by a single arbitrator under the rules of the American Arbitration Association. The place of the arbitration shall be Los Angeles, California. Judgment of the arbitrator shall be final and non-appealable and may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Except as otherwise provided in this Agreement, each party shall bear its own expenses of the arbitration, but the fees and costs of the arbitrator shall be borne equally between the parties participating in the arbitration and the arbitrator shall determine any award of attorneys' fees. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the requesting party with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, whose determination shall be conclusive. All discovery shall be completed within thirty (30) days following the appointment of the arbitrator. If the arbitrator shall determine that an event of termination has occurred, the Escrow Agent shall promptly release the Escrow Property as instructed by the arbitrator, and in accordance with section 6(a), above. If the arbitrator determines that an event of termination has not occurred, the Escrow Agent shall continue to hold the Escrow Property in escrow pursuant to the provisions of this Agreement.

Section 7. Compensation of Escrow Agent. Escrow Agent shall be entitled to receive payment from Party A for fees, costs and expenses for all services rendered by it hereunder in accordance with Schedule II to this Agreement. Party A shall reimburse Escrow Agent on demand for all losses, liabilities, damages, disbursements, advances or expenses paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements. At all times, Escrow Agent will have a right of set off and first lien upon the Escrow Account for payment of customary fees, costs and expenses and all such losses, liabilities, damages or expenses from time to time. Such fees, costs and expenses shall be paid from the Escrow Property to the extent not otherwise paid hereunder and Escrow Agent may sell, convey or otherwise dispose of any Escrow Property for such purpose. The obligations contained in this Section shall survive the termination of this Agreement and the resignation or removal of Escrow Agent.

Section 8. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice thirty calendar days prior to such resignation to Party A and Party B as provided in this Section. Party A and Party B may remove Escrow Agent at any time by giving joint written notice signed by both parties' Authorized Representative at least thirty calendar days prior to such removal to Escrow Agent. Following such resignation or removal, a successor Escrow Agent shall be appointed jointly by Party A and Party B, who shall provide joint written notice of such to the resigning or removed Escrow Agent. Such successor Escrow Agent shall become Escrow Agent hereunder, and all Escrow Property shall be transferred to it upon the resignation or removal date specified in such notice. If Party A and Party B are unable to appoint a successor Escrow Agent within thirty calendar days after such notice, Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including but not limited to its attorney fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid jointly by Party A and Party B. On the resignation/removal date and after receipt of the identity of the successor Escrow Agent, Escrow Agent shall either deliver and/or disburse the Escrow Property then held hereunder to the successor Escrow Agent, less Escrow Agent's fees, costs and expenses or other obligations owed to Escrow Agent. Upon its resignation or removal and delivery and/or disbursement of the Escrow Property in its entirety as set forth in this Section, Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

Section 9. Indemnification of Escrow Agent. Party A and Party B jointly and severally agree to indemnify and hold Escrow Agent harmless with respect to any acts Escrow Agent takes in accordance with the terms and conditions of this Agreement. Party A and Party B jointly and severally agree to indemnify and hold Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees, that Escrow Agent may incur by reason of or based upon its actions under this Agreement other than as a result of the gross negligence or willful misconduct of Escrow Agent.

Section 10. Rights, Duties and Immunities of Escrow Agent. Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which

all parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of Escrow Agent.

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Agreement and no duties, responsibilities, or obligations shall be inferred or implied. Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Agreement. Escrow Agent shall not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose.

(b) Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any other agreements or arrangements between Party A and Party B.

(d) Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication believed by it to have been sent or given by Party A and/or Party B and shall be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Agreement.

(e) Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Agreement may arise. Escrow Agent shall be under no liability to any party hereto by reason of any failure on the part of Party A, Party B or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such party's obligations under any such document. Except for amendments to this Agreement referred to herein, and except for notifications or instructions to Escrow Agent under this Agreement, Escrow Agent shall not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement between Party A and Party B, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

(f) Escrow Agent shall not be bound by any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced in writing and delivered to Escrow Agent signed by the proper party's Authorized Representative and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto. No person, firm or corporation will be recognized by Escrow Agent as a successor or assignee of Party A or Party B until there shall be presented to Escrow Agent evidence satisfactory to it of such succession or assignment. This Agreement shall not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(g) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(h) Escrow Agent shall not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from Party A and/or Party B, or any entity acting on behalf of either, (ii) for any consequential, punitive or special damages, (iii) for the acts or omissions of its nominees, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the Escrow Property, valued as of the date of loss.

(i) In the event of any ambiguity or uncertainty hereunder or in any notice or other communication received by Escrow Agent hereunder, Escrow Agent is hereby authorized by Party A and Party B to refrain from taking any action other than to retain possession of the Escrow Property, unless Escrow Agent receives written instructions, signed by an Authorized Representative of both Party A and Party B which eliminates such ambiguity or uncertainty.

(j) Escrow Agent may consult with legal counsel of its own choosing as to any matter relating to this Agreement and Escrow Agent shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(k) In the event of any dispute or conflicting claim with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own gross negligence or willful misconduct, all or any part of the Escrow Property until such dispute shall have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to Escrow Agent in writing by the parties to the dispute or their authorized representatives and setting forth the resolution of the dispute). Escrow Agent shall be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(l) Escrow Agent shall not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility).

(m) When Escrow Agent acts on any communication (including, but not limited to, communication with respect to the delivery of securities or the wire transfer of funds) sent by electronic transmission, Escrow Agent, absent gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Party A or Party B, as the case may be, agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(n) Escrow Agent will provide to Party A and Party B monthly statements identifying transactions, transfers or holdings of Escrow Property and each such statement will be deemed to be correct and final upon receipt thereof by Party A and Party B unless Party A or Party B notifies Escrow Agent in writing to the contrary within thirty Business Days of the date of such statement.

(o) The Escrow Agent will not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than it gives its own similar property and will not be required to invest any funds held hereunder except as directed in this Escrow Agreement. Uninvested funds held hereunder will not earn or accrue interest.

Section 11. Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Agreement shall be in writing, signed by the proper party's Authorized Representative and sent by: (i) personal delivery, overnight delivery by a recognized courier or delivery service, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) electronic transmission, which includes fax machine, email with an imaged or scanned attachment (such as a PDF) or other similar electronic transmission, with confirmation of receipt of such transmission by Escrow Agent; and shall become effective when delivered to the addresses noted below or such other address as may be substituted therefore by written notification by the proper party's Authorized Representative. Notices to Escrow Agent shall be deemed to be given when actually received by Escrow Agent's Corporate Trust Department.

If to Party A, to:

Southern California Regional Rail Authority

700 South Flower Street, Suite 2600
Los Angeles, CA 90017
Attention: General Manager
Telephone: (213) 452-0200
Facsimile: (213) 452-0429

If to Party B, to:

Maritime Communications/Land Mobile LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
Attention: John Reardon, CEO
Telephone: (703) 778-6555
Facsimile: (703) 548-4399

If to Escrow Agent, to:

Union Bank, N.A.
120 S. San Pedro Street, 4th Floor
Los Angeles, CA 90012
Attention: Jennifer Earle, Corporate Trust Dept.
Email: jennifer.earle@unionbank.com and dietric.williams@unionbank.com
Facsimile: (213) 972-5694
Telephone: (213) 972-5673

Section 12. Wiring Instructions. In the event fund transfer instructions are given other than as set forth on Schedule III attached hereto, such instructions must be communicated to the Escrow Agent in writing delivered pursuant to Section 11. Escrow Agent shall seek confirmation of such instructions by telephone call-back to an Authorized Representative, and Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representative so designated. Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Party A and Party B to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

Section 13. Termination. This Agreement shall terminate when all the Escrow Property has been disbursed or returned pursuant to Section 6 or Section 8 of this Agreement.

Section 14. Continuing Obligations. The obligations under Sections 6, 7, 8, 9 and 10 hereof shall survive the resignation or removal of Escrow Agent, the termination of this Agreement and the payment of all amounts hereunder.

Section 15. Inconsistent Provisions. Party A and Party B agree that to the extent that the provisions of any other agreement relating to the Escrow Property are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Executed copies of this Agreement delivered pursuant to Section 11 above shall be as effective as an original to bind the parties.

Section 18. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

Section 19. Authorized Representative. Each of Party A and Party B hereby identify to Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as an Authorized Representative with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to Escrow Agent. Such Schedule I may be amended and updated by written notice to Escrow Agent with a copy to the other party to this Agreement provided that failure to furnish such copy shall not affect the validity of such notice to Escrow Agent. Escrow Agent shall be entitled to rely on such original or amended Schedule I with respect to any party until a new Schedule I is furnished by such party to Escrow Agent.

Section 20. Jurisdiction. [Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Agreement shall be brought before the jurisdiction of any federal or state court of competent jurisdiction located in Los Angeles, California. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or *forum non conveniens* or any similar basis. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Agreement (each a "Claim"), the parties to this Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury. In the event that the waiver of jury trial set forth in the previous sentence is not enforceable under the law applicable to this Agreement, the parties to this Agreement agree that any Claim, including any question of law or fact relating thereto, shall, at the written request of any party, be determined by judicial

reference pursuant to California. The parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the parties cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies. The parties shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The parties acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury.

Section 21. Withholding Forms. The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. Party A and Party B will pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and will indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account will be subject to withholding regulations then in force with respect to United States taxes. Due to the requirement that all escrow accounts have Taxpayer Identification Numbers documented by appropriate W-8 or W-9 forms, Party A and Party B shall return the appropriate form to Escrow Agent, duly completed and signed by the proper party's Authorized Representative. Party A and Party B acknowledge that failure to provide such forms may prevent or delay disbursement of the Escrow Funds hereunder.

Section 22. USA PATRIOT Act. Party A and Party B shall provide to Escrow Agent such information as Escrow Agent may reasonably require to permit Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001). Escrow Agent shall not credit any amount of interest or investment proceeds earned on the Escrow Fund, or make any payment of all or a portion of the Escrow Fund, to any person unless and until such person has provided to Escrow Agent such documents as Escrow Agent may require to permit Escrow Agent to comply with its obligations under such Act. Further, each of the parties represents and warrants to the Escrow Agent that it is not a hedge fund. If any of the parties is a hedge fund that is not sponsored by a registered investment advisor, such party agrees to enter into the form of Due Diligence Agreement provided by the Escrow Agent.

Section 23. Miscellaneous.

(a) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(b) This Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(c) Each party hereby represents and warrants (i) that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Agreement by the parties hereto does not and will not violate any applicable law or regulation.

(d) The headings contained in this Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

(e) Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by the proper party's Authorized Representative, and no waiver of any provision hereof will be effective unless expressed in a writing signed by the proper party's Authorized Representative.

(f) The invalidity, illegality or unenforceability of any provision of this Escrow Agreement will in no way effect the validity, legality or enforceability of any other provision; and if any provision is held to be enforceable as a matter of law, the other provisions will not be affected thereby and will remain in full force and effect.

(g) No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties.

(h) Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any corporation succeeding to all or substantially all the business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

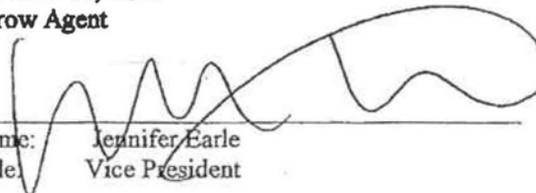
SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY

By 
Name:
Title:

MARITIME COMMUNICATIONS/LAND
MOBILE LLC

By _____
Name:
Title:

UNION BANK, N.A.
as Escrow Agent

By 
Name: Jennifer Earle
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

(Party A)

By _____
Name:
Title:

(Party B)

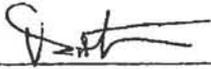
By  _____
Name: Sandra D. West
Title: President

UNION BANK, N.A.
as Escrow Agent

By _____
Name:
Title:

SCHEDULE I

Authorized Representatives of Party A

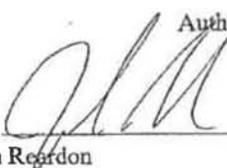
Signature: 
Print: Patricia Kataura
Title: Controller/Treasurer
Phone: (213)452-0333
Fax: (213)452-0420
Email: kataurap@scrra.net

Signature: _____
Print: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Signature: _____
Print: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Signature: _____
Print: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Authorized Representatives of Party B

Signature: 
Print: John Reardon
Title: CEO
Phone: (703) 778-6555
Fax: (703) 548-4399
Email: _____

Signature: _____
Print: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Signature: _____
Print: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Signature: _____
Print: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

SCHEDULE II

ESCROW AGENT COMPENSATION

**UNION BANK, N.A.
Schedule of Fees
As Escrow Agent**

Acceptance and Set-up Fee: <i>(Due and payable on the closing date)</i>	\$ 500
Annual Administration Fee: <i>(First year's fee is due and payable in advance on the closing date)</i>	\$ 500
Legal Counsel Fee: No Charge <i>(Use of Union Bank in-house legal counsel)</i>	
Transactional Charges:	
Disbursements/Wires:	\$ 35
Extraordinary Services:	By Appraisal
Out-of-Pocket Expenses:	As Invoiced

Fees are subject to review and acceptance by Union Bank, N.A. of all documents pertaining to this transaction. If we are called upon to perform additional services, or any services not described above, an extra charge may apply.

SCHEDULE III

Wire Instructions:

If to Party A:

Union Bank
445 S. Figueroa Street, 13th Floor
Los Angeles, CA 90071-1602
Contact Name: Eileen Perez
Phone: (213) 236-7589
ABA/Routing#: [REDACTED]
Account #: [REDACTED]

If to Party B

Stock Yards Bank & Trust Co
ABA Routing Number [REDACTED]
Account Name: [REDACTED]
Account No. [REDACTED]

Date: _____