

**PLANNING COST AGREEMENT**

This PLANNING COST AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_, 201\_, by and between \_\_\_\_\_ (“Incumbent”), and Nextel Operations, Inc., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (“Nextel”). Nextel and Incumbent may be referred to collectively in this Agreement as the “Parties.”

**RECITALS**

A. On August 6, 2004, the Federal Communications Commission (“FCC”) issued a report and order to reconfigure the frequency allocations in the 800 MHz band (“Reconfiguration”), including frequency allocations on which Incumbent and Nextel are currently authorized to operate (respectively, the “Incumbent Frequencies” and “Replacement Frequencies”). On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004, December 22, 2004 and April 1, 2013 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order." Pursuant to the Order, Nextel and Incumbent intend to enter into an 800 MHz Frequency Reconfiguration Agreement (“Reconfiguration Agreement”) that will define the Parties’ respective obligations regarding the Reconfiguration, including without limitation Nextel’s obligation to pay for reasonable costs incurred in effecting the Reconfiguration.

**AGREEMENT**

1. **Incumbent Costs:** In order to facilitate negotiation of the Reconfiguration Agreement involving the license(s) for the Incumbent Frequencies granted by the FCC as identified in Schedule A (the “Incumbent Licenses”), Nextel will pay the Incumbent’s costs (“Incumbent Costs”)for its planning activities to enable Incumbent to deliver a cost estimate to Nextel for the Reconfiguration Agreement (“Planning Activities”). The Incumbent Costs include all non-Motorola costs, Incumbent’s attorney fees, Incumbent’s internal labor, and Incumbent’s consultant fees; and will be limited to the amount of Ten Dollars (\$10) per Incumbent subscriber unit. The number of Incumbent subscriber units used to calculate the Incumbent Costs will be determined after completion of the Planning Activities and will be verified by Incumbent in the Reconfiguration Agreement. Incumbent will select and contract directly with any vendor or service provider performing the Planning Activities (“Planning Vendor”); however, Nextel will not be responsible for or assume the risk of any failure of that Planning Vendor to perform its obligations under any contract entered into between Incumbent and such Planning Vendor in connection with this Agreement.

2. **Payment Terms:** The Incumbent Costs will be allocated by Incumbent and paid to Incumbent or its designee, in accordance with the payment terms of the Reconfiguration Agreement, which shall be within 30 days of execution of the Frequency Reconfiguration Agreement (FRA) or upon receipt of Incumbent’s payment information, whichever occurs last.

This Agreement, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

INCUMBENT:  By: _____ Name: Title:	NEXTEL:  By: _____ Name: Title:
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**SCHEDULE A**

**INCUMBENT LICENSE(S) INVOLVED IN PLANNING ACTIVITIES**

Call Sign	Licensee	Frequency	Latitude	Longitude	City	State
WQLJ634	Hidalgo, County of, TX	867.95	26-7-42.2N	98-0-45W	Weslaco	TX
WQLJ634	Hidalgo, County of, TX	868.9875	26-33-22.3N	98-7-34W	LINN	TX
WQLJ634	Hidalgo, County of, TX	866.075	26-15-24.3N	98-13-52W	MCALLEN	TX
WQLJ634	Hidalgo, County of, TX	866.425	26-33-22.3N	98-7-34W	LINN	TX
WQLJ634	Hidalgo, County of, TX	866.475	26-14-57N	98-30-12.6W	LA JOYA	TX
WQLJ634	Hidalgo, County of, TX	866.5375	26-7-42.2N	98-0-45W	Weslaco	TX
WQLJ634	Hidalgo, County of, TX	866.6375	26-33-22.3N	98-7-34W	LINN	TX
WQLJ634	Hidalgo, County of, TX	866.9625	26-15-24.3N	98-13-52W	MCALLEN	TX
WQLJ634	Hidalgo, County of, TX	866.9875	26-7-42.2N	98-0-45W	Weslaco	TX
WQLJ634	Hidalgo, County of, TX	867.125	26-33-22.3N	98-7-34W	LINN	TX
WQLJ634	Hidalgo, County of, TX	867.4125	26-7-42.2N	98-0-45W	Weslaco	TX
WQLJ634	Hidalgo, County of, TX	867.475	26-14-57N	98-30-12.6W	LA JOYA	TX
WQLJ634	Hidalgo, County of, TX	867.5625	26-15-24.3N	98-13-52W	MCALLEN	TX
WQLJ634	Hidalgo, County of, TX	867.5875	26-7-42.2N	98-0-45W	Weslaco	TX
WQLJ634	Hidalgo, County of, TX	867.6875	26-14-57N	98-30-12.6W	LA JOYA	TX
WQLJ634	Hidalgo, County of, TX	867.9625	26-15-24.3N	98-13-52W	MCALLEN	TX
WQLJ634	Hidalgo, County of, TX	867.9875	26-33-22.3N	98-7-34W	LINN	TX
WQLJ634	Hidalgo, County of, TX	868.0625	26-15-24.3N	98-13-52W	MCALLEN	TX
WQLJ634	Hidalgo, County of, TX	868.1125	26-14-57N	98-30-12.6W	LA JOYA	TX
WQLJ634	Hidalgo, County of, TX	868.3875	26-7-42.2N	98-0-45W	Weslaco	TX
WQLJ634	Hidalgo, County of, TX	868.4625	26-33-22.3N	98-7-34W	LINN	TX
WQLJ634	Hidalgo, County of, TX	868.475	26-14-57N	98-30-12.6W	LA JOYA	TX
WQLJ634	Hidalgo, County of, TX	868.575	26-15-24.3N	98-13-52W	MCALLEN	TX
WQLJ634	Hidalgo, County of, TX	868.95	26-14-57N	98-30-12.6W	LA JOYA	TX