

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2008 ("Effective Date"), by and between **Williamson County**, ("Incumbent"), and **Nextel of Texas, Inc.** ("Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corp., a Kansas corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

- A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a Report and Order that modified its rules governing the 800 MHz band. The purpose of the Order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").
- B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC 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."
- C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.
- D. Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the Transition Administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured:** Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Nextel or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Nextel will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will cause the assignment of the Incumbent Frequencies to Nextel or will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the

technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC.

(b) The Parties agree that Nextel and the Incumbent (as appropriate) will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the Parties through mutual agreement, as provided in Section 5. The Parties agree to notify Nextel and the Incumbent (as appropriate) of the FCC assignment filings in accordance with the Notice provision of this Agreement.

(c) For the Incumbent's Expansion Band Frequencies, the FCC applications for the Replacement Frequencies and Incumbent Frequencies will be filed with the FCC within ten (10) business days of the Effective Date.

3. Reconfiguration Costs:

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies; and

(ii) after all of the work contemplated by the Cost Estimate has been performed in accordance with this Agreement and Nextel has paid all amounts required by this Agreement, the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies.

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate except as modified pursuant to Section 3(b)(iii) and Section 8 of this Agreement. Nextel will pay the amount of the Cost Estimate in accordance with the payment terms identified on Schedule C and as set forth below for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party service vendor identified on the Cost Estimate ("Vendor"). In addition to any items on Schedule C, Motorola, Inc. ("Motorola") will be providing Incumbent the equipment specifically identified on Schedule D as "Motorola Equipment" (the "Motorola Schedule D Equipment"). Incumbent will enter into a purchase commitment with Motorola for the Motorola Schedule D Equipment and any Motorola items listed on Schedule C. Nextel and Motorola have entered into an agreement enabling Nextel to pay for the Motorola Equipment identified on Schedule D. Nextel will make payments directly to Motorola on behalf of Incumbent for the Motorola Schedule D Equipment and will make payments to Motorola as a "Vendor," as that term is used in this Agreement, for all Motorola costs identified on Schedule C. In order for Nextel to make payments to Motorola for the Motorola Schedule D Equipment, Incumbent will fax to Nextel a bill of lading associated with each shipment of Motorola Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Motorola Schedule D Equipment in good working order. Incumbent will be required to follow all Vendor related procedures identified in this Agreement for all Motorola Services and other Motorola costs identified on Schedule C.

(i) Prior to the Closing Date, Incumbent will submit to Nextel documentation demonstrating the actual costs ("Documentation") (including without limitation invoices, receipts, and timesheets or equivalent documentation) that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). Upon receipt by Nextel of the Documentation for all Actual Costs and subject to Section 20(b) and 21(b), Nextel and Incumbent will reconcile the Actual

Costs against the payments made by Nextel to Incumbent, Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) (the "Reconciliation"). Nextel will provide a Reconciliation Statement that will identify what the Parties agree upon as the Actual Costs of the reconfiguration and of any additional payments (subject to Section 8) due to Incumbent, Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) or any refunds due to Nextel. The date of receipt by Nextel of the Reconciliation Statement signed by Incumbent and Incumbent's counsel is the "Reconciliation Date." Should the Parties be unable to agree upon the amount of the additional payments, the Parties shall follow the dispute resolution procedures detailed in the FCC Order.

(ii) Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from the Incumbent to Nextel will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent, Vendor(s) or Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C), which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent, Vendor or Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) within thirty (30) days of execution by the Parties of the Amendment documenting the approved changes from such Change Notice.

(iv) Prior to the Closing Date, Nextel will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Reconfiguration Equipment:** If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment" and/or will provide any equipment identified in Schedule D as "Replacement Equipment. Nextel will deliver any Replacement Equipment and/or Loaned Reconfiguration Equipment in accordance with the terms on Schedule D. Incumbent will fax to Nextel a bill of lading associated with each shipment of Replacement Equipment and/or Loaned Reconfiguration Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Loaned Reconfiguration Equipment and/or Replacement Equipment. Any Loaned Reconfiguration Equipment will be returned to Nextel by Incumbent prior to the Reconciliation Date.

5. **Retuning Cooperation:** For purposes of this Section, the "Current Program Completion Date" shall mean June 26, 2008 or such other date as may be established by the FCC for the completion of the Reconfiguration. The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. Parties agree that: (i) as of the Effective Date, the Incumbent may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C and Schedule D, (ii) Incumbent may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption

of this Schedule, it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (i) sixty (60) days from the Effective Date of this Agreement, or (ii) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 60 days from the Effective Date of this Agreement, or (iii) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion date in the Schedule for the reconfiguration of Incumbent's system extends beyond the Current Program Completion Date, the completion date in the Schedule will be subject to FCC approval. If by the end of the Scheduling Period, no agreement on the Schedule has been reached by the Parties, the Parties will jointly seek resolution in accordance with the dispute resolution provisions of the Order, including the dispute resolution procedures adopted by the Transition Administrator; as they may be amended from time to time. Nothing in this Section shall prohibit the Incumbent from beginning work immediately on replacement of the subscriber units and/or subscriber software programming.

6. Representations and Warranties: Each Party represents and warrants to the other as follows:

(i) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(ii) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(iii) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(iv) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(v) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(vi) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing Date (defined below) for two (2) years.

7. Covenants: From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party upon becoming aware of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by Vendors and/or Motorola), such Party will promptly notify the other Party in writing. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 26 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Incumbent is responsible for all unauthorized changes necessary as it relates to work performed by a Vendor and/or Motorola on behalf of Incumbent. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 26. In this regard, in the event that the Transition Administrator is unable to approve the proposed amendment within ten (10) business days, then the deadline by which the Incumbent must clear all users from the Replacement Frequencies, pursuant to Section 5, will be automatically extended by the number of days beyond ten (10) business days in which the Transition Administrator does not take final action to approve the proposed amendment. Should the Transition Administrator not approve the proposed amendment, either Party may appeal the decision consistent with the FCC Order, in which event the deadline in Section 5 for Licensee to complete the retune will be extended by the number of days it takes for such appeal to be resolved. If the Parties are unable to agree on modification of this Agreement consistent with the Change Notice, either Party may request mediation consistent with the FCC Order. Once mediation has been requested, the deadline in Section 5 will be extended by the number of days it takes for all appeals to be resolved.

9. **Closing:** The closing ("Closing") of the transactions contemplated by this Agreement will take place within thirty (30) days after (i) FCC approval of the assignment of the Incumbent Frequencies to Nextel and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses with no material conditions or the creation of a new license for Incumbent with no material conditions that includes the Replacement Frequencies, (iii) notification by Incumbent to Nextel that the Incumbent Licenses have been cleared of all Incumbent users pursuant to Section 5 of this Agreement, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by Incumbent and Incumbent's counsel and delivery to Nextel of the Reconciliation Statement and other documents required to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii), (if applicable); and (vii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

10. **Closing Conditions:** Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator.

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Nextel shall be responsible for all post-Closing audit expenses of the Incumbent, except those expenses resulting from fraudulent activity on behalf of the Incumbent. To the extent that any post-Closing audit determines that Nextel paid a third-party vendor more than provided for under the FCC Order, Nextel's sole remedy is to seek reimbursement directly from the third-party vendor, unless such overpayment was the result of fraud or negligence of the Incumbent.

12. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other Party any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

13. **Confidentiality:** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. The Parties may make disclosures: (i) as required by law, (ii) to the Transition Administrator, (iii) to a manufacturer of Replacement Equipment to allow for the provisioning of that equipment to Incumbent (but only to the extent such disclosure specifically relates to that manufacturer's equipment as identified on Schedule D), and (iv) to a Vendor and/or Motorola (but only to the extent such disclosure specifically relates to that Vendor's work and costs under this Agreement (as identified on Schedule C) or Motorola's work and costs under this Agreement (as

identified on Schedule C and/or Schedule D) as required to perform obligations under this Agreement. Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents, in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007. Each Party will cause all of its Agents to honor the provisions of this Section.

14. **Cooperation:** The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC, and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

15. **Responsibility for Liabilities:** Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other arising out of or in connection with this Agreement. Each Party, to the extent permitted by law, will be responsible for its own acts or omissions arising from or related to: (i) any breach of any covenant, agreement, representation or warranty of that Party contained in, or made pursuant to, this Agreement; and (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from that Party's operation of the system operated pursuant to the Incumbent Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from that Party's employment, or termination of employment, of its employees. In no event shall any Party be liable to the other Party for any lost profits, punitive, consequential, special, exemplary or other indirect or incidental damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, down time cost, even if advised of the possibility of such damages. The obligations under this Section shall survive the Closing for a period of eighteen (18) months.

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, including the dispute resolution procedures adopted by the Transition Administrator, as they may be amended from time to time.

17. **No Gratuities:** No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent, directly or indirectly, to any officer, employee or official of either Party for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens:** If any liens or security interests attach to any of Incumbent's facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate to remove any Liens.

19. **Vendor Performance Issues:** Incumbent will select and contract directly with Motorola and any vendor or service provider performing work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor or Motorola to perform its obligations under any contract entered into between Incumbent and such Vendor or Motorola in connection with the Reconfiguration contemplated by this Agreement. Notwithstanding the foregoing, in the event of

damaged Incumbent system equipment or an Incumbent system failure that occurs as a result of work performed by Motorola under this Agreement to effect the Relocation and/or Planning, if such failure is deemed not to provide comparable facilities (as determined by the Parties), Nextel will reimburse Incumbent (in an amount as determined by the Parties) to provide comparable facilities, in the event Motorola chooses pursuant to its agreement with Incumbent, to disclaim liability for such damaged Incumbent system equipment or system failure, to charge additional sums for repair of such damaged Incumbent system equipment or to refund the damaged Incumbent system equipment at its fair market value. Any damaged Incumbent system equipment or Incumbent system failure claims related to this Section 19 must be delivered by Incumbent to Nextel prior to the Reconciliation Date or Nextel's obligation to reimburse Incumbent for all claims related to this Section and not delivered shall expire.

20. Motorola Replaced Equipment:

(a) Since the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of Incumbent's existing equipment ("Replaced Equipment") with "Motorola Schedule D Equipment" (as identified on Schedule D), and since Incumbent will order field implementation services for subscriber radios from Motorola ("Motorola Subscriber Services") then Incumbent will return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola in functional condition (shipping fees to be paid by Nextel), prior to the Reconciliation Date.

(b) If Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola in functional condition, Incumbent must either: (i) return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, prior to the Reconciliation Date; or (ii) in accordance with Incumbent's mutual agreement with Motorola, Incumbent will make payment to Motorola for those items of the Motorola Schedule D Equipment that would have replaced those items of the Motorola Replaced Equipment not returned (including tax (if any) and shipping).

(c) During the term of the 90 day warranty for the software delivered in the flash-kits (which would occur prior to Closing), in the event of flash-kit software failure, if such failure is deemed not to provide comparable facilities (as determined by the Parties), Nextel will reimburse Incumbent in an amount (as determined by the Parties) to provide comparable facilities, in the event Motorola chooses pursuant to its agreement with Incumbent, to replace the software delivered in the flash-kits or refund its fair market value.

21. Nextel Replaced Equipment:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment ("Replaced Equipment") with equipment provided by Nextel (as identified on Schedule D) or equipment the cost of which is being paid by Nextel pursuant to this Agreement as listed in Schedule C (collectively the "Nextel Replacement Equipment"), then (i) title to the equipment replaced by the Nextel Replacement Equipment (the "Nextel Replaced Equipment") as listed in Schedule D shall pass free and clear of liens and any other encumbrances to Nextel at such time that Incumbent delivers the Nextel Replaced Equipment to Nextel's designated shipping agent, and Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel, (ii) title to Nextel Replacement Equipment provided by Nextel will pass to Incumbent at Closing and Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens; and (iii) Incumbent shall deliver the Replaced

Equipment to Nextel at Nextel's cost, pursuant to Nextel's shipment instructions, and prior to the Reconciliation Date.

(b) If Incumbent fails to return any item of the Nextel Replaced Equipment in functional condition to Nextel, Incumbent must return to Nextel those items of the Nextel Replacement Equipment that would have replaced the Nextel Replaced Equipment not returned, prior to the Reconciliation Date. If Incumbent fails to return any item of the Nextel Replaced Equipment to Nextel under this Section 21(b) and a Product Typical Value is set forth in Schedule E (2) for the item of Replacement Equipment then either: (i) Nextel will deduct the Product Typical Value (as set forth in Schedule E (2)) for those items of Nextel Replacement Equipment provided to replace the Nextel Replaced Equipment not returned to Nextel (including tax (if any) and shipping) (the "Nextel Equipment Refund") from the final payment due to Incumbent after the Reconciliation less any Motorola Equipment Refund; (ii) Incumbent must pay Nextel the Nextel Equipment Refund in accordance with Section 3(b)(ii) (if no final payment is due to Incumbent and in addition to any Motorola Equipment Refund payment); or (iii) Nextel will deduct the portion of the Nextel Equipment Refund up to the value of the final payment due to Incumbent less any Motorola Equipment Refund, and Incumbent must pay Nextel the remaining Nextel Equipment Refund and any Motorola Equipment Refund not covered by the final payment in accordance with Section 3(b)(ii) (If the final payment due Incumbent is less than the Nextel Equipment Refund and any Motorola Equipment Refund); or (iv) Incumbent may choose to purchase Comparable Equipment, defined below, from any source and send the equipment, along with adequate documentation, to Nextel prior to the Reconciliation Date. Comparable Equipment, shall mean equipment of the same condition (e.g., new for new or used for used) and from the same manufacturer, that is the identical model and includes the same options and accessories as the Replacement Equipment provided by Nextel.

22. **Termination:** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach, (iii) by Incumbent, in the event that a proposed amendment is not approved, pursuant to Section 8, or (iv) by Nextel prior to Closing in the event of any Adverse Decision affecting the Order by any governmental entity of competent jurisdiction. For purposes of this Agreement, an "Adverse Decision" affecting the Order means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its sole discretion, to be adverse to its interests. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante*, as well as all Incumbent costs expended in the Agreement negotiations and implementation, except if such termination was due to an uncured material breach by Incumbent. Should Incumbent terminate this Agreement pursuant to subsection (iii), Incumbent shall not be released of its obligations under the Order.

23. **Attorney's Fees:** In any legal proceeding by a Party to enforce its rights under this Agreement against the other Party, the Party prevailing in such proceeding will be entitled to recover its reasonable attorney's fees and costs from the other Party.

24. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

If to Incumbent, to: Williamson County Dan A. Gattis, Williamson County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626 Phone: 512-943-1550 Fax: 512-943-1662 E-mail:	If to Nextel, to: Nextel of New York, Inc./Nextel Communications of the Mid Atlantic, Inc. c/o Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483
With a copy that shall not constitute Notice: Ron Winch Wireless Manager 321 W. 8 th Street Georgetown, TX 78626 512-943-1690 512-943-1615 rwinch@wilco.org And Alan S. Tilles, Esquire Shulman Rogers Gandal Pordy & Ecker, P.A. 11921 Rockville Pike, Third Floor Rockville, Maryland 20852 Phone: (301) 231-0930 Fax: (301) 230-2891	With a copy that shall not constitute Notice: Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252

25. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.

26. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator, or the FCC after an adverse decision by the Transition Administrator.

27. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided in this Agreement.

28. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

29. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or


invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, 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. This Agreement is governed by the laws of the State of Texas without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

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.

INCUMBENT:
Williamson County

NEXTEL:
Nextel of Texas, Inc.

By: 
Name:
Title:

By: 
Name:
Title: WILLIAM M JENKINS
AUTHORIZED SIGNATORY

SCHEDULE A**Incumbent Frequencies***

*The Incumbent Frequencies listed on this Schedule A, represent the transmit (base station) frequencies on the Incumbent Licenses. Although not specifically listed, all related mobile frequencies and/or station classes listed on the Incumbent Licenses are herein incorporated by reference.

Incumbent Name: Williamson County, Texas

Incumbent Assigns to Nextel:

<u>Call Sign</u>	<u>Licensee</u>	<u>Frequency</u>	<u>Latitude</u>	<u>Longitude</u>	<u>City</u>	<u>State</u>	<u>Expiration Date</u>
WPIR949	WILLIAMSON, COUNTY OF	860.9625	30° 35' 12' N	97° 40' 59' W	GEORGETOWN	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9625	30° 37' 24.7' N	97° 38' 40' W	GEORGETOWN	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9625	30° 31' 41' N	97° 51' 42' W	CEDAR PARK	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9625	30° 44' 49' N	97° 56' 34' W	LIBERTY HILL	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9625	30° 34' 34' N	97° 17' 34' W	THRALL	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9875	30° 35' 12' N	97° 40' 59' W	GEORGETOWN	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9875	30° 34' 34' N	97° 17' 34' W	THRALL	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9875	30° 37' 24.7' N	97° 38' 40' W	GEORGETOWN	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9875	30° 31' 41' N	97° 51' 42' W	CEDAR PARK	TX	11/13/2012
WPIR949	WILLIAMSON, COUNTY OF	860.9875	30° 44' 49' N	97° 56' 34' W	LIBERTY HILL	TX	11/13/2012
WQGB472	WILLIAMSON, COUNTY OF	866.0125	30° 37' 23.7' N	97° 38' 39' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.0125	30° 34' 34' N	97° 17' 34' W	THRALL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.0125	30° 31' 41' N	97° 51' 42' W	CEDAR PARK	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.0125	30° 35' 12' N	97° 40' 59' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.0125	30° 44' 49' N	97° 56' 34' W	LIBERTY HILL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.5125	30° 35' 12' N	97° 40' 59' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.5125	30° 31' 41' N	97° 51' 42' W	CEDAR PARK	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.5125	30° 44' 49' N	97° 56' 34' W	LIBERTY HILL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.5125	30° 37' 23.7' N	97° 38' 39' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	866.5125	30° 34' 34' N	97° 17' 34' W	THRALL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.0125	30° 44' 49' N	97° 56' 34' W	LIBERTY HILL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.0125	30° 37' 23.7' N	97° 38' 39' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.0125	30° 31' 41' N	97° 51' 42' W	CEDAR PARK	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.0125	30° 34' 34' N	97° 17' 34' W	THRALL	TX	5/19/2008

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WQGB472	WILLIAMSON, COUNTY OF	867.0125	30' 35' 12' N	97' 40' 59' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.5125	30' 44' 49' N	97' 56' 34' W	LIBERTY HILL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.5125	30' 37' 23.7' N	97' 38' 39' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.5125	30' 35' 12' N	97' 40' 59' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.5125	30' 31' 41' N	97' 51' 42' W	CEDAR PARK	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	867.5125	30' 34' 34' N	97' 17' 34' W	THRALL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	868.0125	30' 44' 49' N	97' 56' 34' W	LIBERTY HILL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	868.0125	30' 37' 23.7' N	97' 38' 39' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	868.0125	30' 35' 12' N	97' 40' 59' W	GEORGETOWN	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	868.0125	30' 34' 34' N	97' 17' 34' W	THRALL	TX	5/19/2008
WQGB472	WILLIAMSON, COUNTY OF	868.0125	30' 31' 41' N	97' 51' 42' W	CEDAR PARK	TX	5/19/2008

SCHEDULE B

Replacement Frequencies*

* The related mobile frequencies and/or station classes for the Replacement Frequencies listed in this Schedule B, will be assigned from Nextel to Incumbent based on the Incumbent Licenses listed in Schedule A.

Incumbent Name: **Williamson County, Texas**

Nextel Assigns to Incumbent:

<u>Frequency</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Licensee</u>	<u>City</u>	<u>State</u>	<u>GE</u>	<u>AH</u>	<u>ERP</u>
851.0125	30° 31' 41 N	97° 51' 42 W	WILLIAMSON, COUNTY OF	Cedar Park	TX	1020 ft.	396 ft.	316
851.0125	30° 34' 34 N	97° 17' 34 W	WILLIAMSON, COUNTY OF	Thrall	TX	510 ft.	499 ft.	575
851.0125	30° 35' 12 N	97° 40' 59 W	WILLIAMSON, COUNTY OF	Georgetown	TX	947 ft.	399 ft.	1000
851.0125	30° 37' 23.7 N	97° 38' 39 W	WILLIAMSON, COUNTY OF	Georgetown	TX	781 ft.	499 ft.	580
851.0125	30° 44' 49 N	97° 56' 34 W	WILLIAMSON, COUNTY OF	Liberty Hill	TX	1034 ft.	399 ft.	891
851.5125	30° 31' 41 N	97° 51' 42 W	WILLIAMSON, COUNTY OF	Cedar Park	TX	1020 ft.	396 ft.	316
851.5125	30° 34' 34 N	97° 17' 34 W	WILLIAMSON, COUNTY OF	Thrall	TX	510 ft.	499 ft.	575
851.5125	30° 35' 12 N	97° 40' 59 W	WILLIAMSON, COUNTY OF	Georgetown	TX	947 ft.	399 ft.	1000
851.5125	30° 37' 23.7 N	97° 38' 39 W	WILLIAMSON, COUNTY OF	Georgetown	TX	781 ft.	499 ft.	580
851.5125	30° 44' 49 N	97° 56' 34 W	WILLIAMSON, COUNTY OF	Liberty Hill	TX	1034 ft.	399 ft.	891
852.0125	30° 31' 41 N	97° 51' 42 W	WILLIAMSON, COUNTY OF	Cedar Park	TX	1020 ft.	396 ft.	316
852.0125	30° 34' 34 N	97° 17' 34 W	WILLIAMSON, COUNTY OF	Thrall	TX	510 ft.	499 ft.	575
852.0125	30° 35' 12 N	97° 40' 59 W	WILLIAMSON, COUNTY OF	Georgetown	TX	947 ft.	399 ft.	1000
852.0125	30° 37' 23.7 N	97° 38' 39 W	WILLIAMSON, COUNTY OF	Georgetown	TX	781 ft.	499 ft.	580
852.0125	30° 44' 49 N	97° 56' 34 W	WILLIAMSON, COUNTY OF	Liberty Hill	TX	1034 ft.	399 ft.	891
852.5125	30° 31' 41 N	97° 51' 42 W	WILLIAMSON, COUNTY OF	Cedar Park	TX	1020 ft.	396 ft.	316
852.5125	30° 34' 34 N	97° 17' 34 W	WILLIAMSON, COUNTY OF	Thrall	TX	510 ft.	499 ft.	575
852.5125	30° 35' 12 N	97° 40' 59 W	WILLIAMSON, COUNTY OF	Georgetown	TX	947 ft.	399 ft.	1000
852.5125	30° 37' 23.7 N	97° 38' 39 W	WILLIAMSON, COUNTY OF	Georgetown	TX	781 ft.	499 ft.	580
852.5125	30° 44' 49 N	97° 56' 34 W	WILLIAMSON, COUNTY OF	Liberty Hill	TX	1034 ft.	399 ft.	891
853.0125	30° 31' 41 N	97° 51' 42 W	WILLIAMSON, COUNTY OF	Cedar Park	TX	1020 ft.	396 ft.	316
853.0125	30° 34' 34 N	97° 17' 34 W	WILLIAMSON, COUNTY OF	Thrall	TX	510 ft.	499 ft.	575
853.0125	30° 35' 12 N	97° 40' 59 W	WILLIAMSON, COUNTY OF	Georgetown	TX	947 ft.	399 ft.	1000
853.0125	30° 37' 23.7 N	97° 38' 39 W	WILLIAMSON, COUNTY OF	Georgetown	TX	781 ft.	499 ft.	580
853.0125	30° 44' 49 N	97° 56' 34 W	WILLIAMSON, COUNTY OF	Liberty Hill	TX	1034 ft.	399 ft.	891

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856.6875	30' 31' 41 N	97' 51' 42 W	WILLIAMSON, COUNTY OF	CEDAR PARK	TX	1020 ft.	396 ft.	316
856.6875	30' 34' 34 N	97' 17' 34 W	WILLIAMSON, COUNTY OF	THRALL	TX	510 ft.	499 ft.	575
856.6875	30' 35' 12 N	97' 40' 59 W	WILLIAMSON, COUNTY OF	GEORGETOWN	TX	947 ft.	399 ft.	1000
856.6875	30' 37' 24.7 N	97' 38' 40 W	WILLIAMSON, COUNTY OF	GEORGETOWN	TX	781 ft.	499 ft.	580
856.6875	30' 44' 49 N	97' 56' 34 W	WILLIAMSON, COUNTY OF	LIBERTY HILL	TX	1034 ft.	399 ft.	891
859.5875	30' 31' 41 N	97' 51' 42 W	WILLIAMSON, COUNTY OF	CEDAR PARK	TX	1020 ft.	396 ft.	316
859.5875	30' 34' 34 N	97' 17' 34 W	WILLIAMSON, COUNTY OF	THRALL	TX	510 ft.	499 ft.	575
859.5875	30' 35' 12 N	97' 40' 59 W	WILLIAMSON, COUNTY OF	GEORGETOWN	TX	947 ft.	399 ft.	1000
859.5875	30' 37' 24.7 N	97' 38' 40 W	WILLIAMSON, COUNTY OF	GEORGETOWN	TX	781 ft.	499 ft.	580
859.5875	30' 44' 49 N	97' 56' 34 W	WILLIAMSON, COUNTY OF	LIBERTY HILL	TX	1034 ft.	399 ft.	891

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: WILLIAMSON, COUNTY OF, TX PH II

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Sprint Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint Nextel will pay Incumbent \$21,125.00 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Sprint Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: The Williamson County 800 MHz radio systems consist of a digital simulcast trunking system, an analog simulcast trunking system, a command trailer, and the conventional National Public Safety Planning Advisory Committee (NPSPAC) Mutual Aid channels.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	25	25
- Voice channels	8	8
- Home/Control channels	8 trunked	8 trunked
	9 M/A Conv.	9 M/A Conv.
Repeater sites	6	6
Other sites (remote recv, BDA)		
Subscriber units retuned	2334	2334
Subscriber units reprogrammed	295	295
Subscriber units replaced	194	194
Subscriber units rebanded total	2823	2823
Entities operating on the system		

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table Williamson County FRA – Final Exe.

below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start			
Reconfiguration Planning			
Reconfigure Subscriber Equipment		To be determined after kick-off meeting	49 days first touch 40 days 2 nd touch
Reconfigure Infrastructure Equipment		To be determined after kick-off meeting	8 days M/A 12 days Analog 12 days P25
System Acceptance			

3. Implementation Plan: Reserved

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Equipment Reconfiguration <ul style="list-style-type: none"> Retune Existing Mobile Radios - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (1190 units @ 0.90 hrs each @ \$113.00 /hr = \$121,023.00) Retune Existing Mobile Radios - • Functional Pre-Test of existing radio - Talk group call on system • Flash existing radio with Rebanding software • Load programming template into existing radio (no obstruction to programming port of radio and radio is to be flashed and programmed in the vehicle) (57 units @ 0.90 hrs each @ \$113.00 /hr = \$5,796.90) Portable Radios - Retune Existing Portable (1113 units @ 0.70 hrs each @ \$113.00 /hr = \$88,038.30) Portable Radios - Flashing and Retuning of Existing Portable Radio (246 units @ 0.70 hrs each @ \$113.00 /hr = \$19,458.60) Portable Radios - Replacement of Existing 	(Vendor) Motorola	\$767,675.50

<ul style="list-style-type: none"> Portable Radio (51 units @ 0.60 hrs each @ \$113.00 /hr = \$3,457.80) • Radio Templates (Masks) - Modify Radio Templates (Masks) for Replaced Units (26 units @ 4.00 hrs each @ \$175.00 /hr = \$18,200.00) • Radio Templates (Masks) - Modify Radio Templates (Masks) for Flashed Units (136 units @ 2.50 hrs each @ \$175.00 /hr = \$59,500.00) • Other - Second programming of subscribers (remove old freqs.) Mobiles (1247 units @ 0.90 hrs each @ \$113.00 /hr = \$126,819.90) • Other - Second programming of subscribers (remove old freqs.) Portables (1410 units @ 0.70 hrs each @ \$113.00 /hr = \$111,531.00) • ST - Template Development for 2nd programming (remove freq) (162 @ \$175.00 /unit = \$28,350.00) • PM - Project Manager on Site Supervision & Coordination (992hrs @ \$175.00 /hr = \$173,600.00) • PM - Project Manager-Replacement Subscribers & Accessories List Validation (20hrs @ \$175.00 /hr = \$3,500.00) • ST - ST Templates & procedures supervision and approvals (48hrs @ \$175.00 /hr = \$8,400.00) 		
<ul style="list-style-type: none"> • County Radio Programmer: Program 20 loaner radios (20 @ \$35.00 /unit = \$700.00) • Ron Winch: Asset and Fleet management; wireless manager providing technical expertise, review of templates and procedures as they are implemented; interacts with local vendor and Motorola; monitors the progress of Motorola; serves as technical consultant to all internal county agencies; assists with scheduling of retuning and reprogramming infrastructure and subscribers; responsible for current or future inventory of subscriber and infrastructure equipment; tests and evaluates the new system. (480hrs @ \$55.00 /hr = \$26,400.00) • Patrick Cobb: Project coordinator; director of department responsible for planning how the rebanding process will affect dispatch operations and subscriber communications; supervises and manages the reconfiguration team; manages and supervises the deployment of the new system. (45hrs @ \$60.00 /hr = \$2,700.00) • Admin: Various personnel involved with 	(Incumbent) Williamson	\$42,250.00

<p>paperwork and maintaining spreadsheet integrity. (40hrs @ \$30.00 /hr = \$1,200.00)</p> <ul style="list-style-type: none"> • WCSO (1.5 hrs x 200 = 300 hrs) - Williamson County Sheriff's Office, personnel involved with providing access to subscriber equipment for retuning, reprogramming or replacement (cost includes vehicle movement and staff salaries). (300hrs @ \$25.00 /hr = \$7,500.00) • WCEMS (1.5 hrs x 90 = 135 hrs) - Williamson County Emergency Medical Service, personnel involved with providing access to subscriber equipment for retuning, reprogramming or replacement (cost includes vehicle movement and staff salaries). (135hrs @ \$24.00 /hr = \$3,240.00) • WCURS: (0.75 hrs x 40 = 30 hrs) - WCURS: Williamson County Unified Road System, (Road and Bridge department), personnel involved with providing access to subscriber equipment for retuning, reprogramming or replacement (cost includes vehicle movement and staff salaries) (30hrs @ \$17.00 /hr = \$510.00) 		
<p>II. Infrastructure Equipment Reconfiguration a. Infrastructure Equipment Reconfiguration Services</p> <p>MSS - Twin Towers (41hrs)</p> <ul style="list-style-type: none"> • Controllers - Analog System (6hrs @ \$144.00 /hr = \$864.00) • Repeaters - Analog System (3hrs @ \$144.00 /hr = \$432.00) • Retune Combiners & Duplexer (16hrs @ \$175.00 /hr = \$2,800.00) • Pre and Post Rebanding System Baseline Testing (16hrs @ \$175.00 /hr = \$2,800.00) <p>MSS - Cedar Park (55hrs)</p> <ul style="list-style-type: none"> • Tower Loading Analysis and Antenna Installation (1hrs @ \$13,242.00 /hr = \$13,242.00) • Repeaters - Analog System (8hrs @ \$144.00 /hr = \$1,152.00) • Install and configure temporary NPSPAC repeater (10hrs @ \$144.00 /hr = \$1,440.00) • Retune Combiners & Duplexer (16hrs @ \$175.00 /hr = \$2,800.00) • Pre and Post Rebanding System Baseline Testing (20hrs @ \$175.00 /hr = \$3,500.00) <p>MSS - Liberty Hill (55hrs)</p> <ul style="list-style-type: none"> • Tower Loading Analysis and Antenna Installation (1hrs @ \$13,242.00 /hr = \$13,242.00) 	<p>(Vendor) Motorola</p>	<p>\$172,562.64</p>

- Repeaters - Analog System (8hrs @ \$144.00 /hr = \$1,152.00)
- Install and configure temporary NPSPAC repeater (10hrs @ \$144.00 /hr = \$1,440.00)
- Retune Combiners & Duplexer (16hrs @ \$175.00 /hr = \$2,800.00)
- Pre and Post Rebanding System Baseline Testing (20hrs @ \$175.00 /hr = \$3,500.00)
MSS - Thrall (55hrs)
- Tower Loading Analysis and Antenna Installation (1hrs @ \$13,242.00 /hr = \$13,242.00)
- Repeaters - Analog System (8hrs @ \$144.00 /hr = \$1,152.00)
- Install and configure temporary NPSPAC repeater (10hrs @ \$144.00 /hr = \$1,440.00)
- Retune Combiners & Duplexer (16hrs @ \$175.00 /hr = \$2,800.00)
- Pre and Post Rebanding System Baseline Testing (20hrs @ \$175.00 /hr = \$3,500.00)
MSS - BU site (NPSPAC) (23hrs)
- Tower Loading Analysis and Antenna Installation (1hrs @ \$13,242.00 /hr = \$13,242.00)
- Install and configure 2 temporary NPSPAC repeaters (14hrs @ \$144.00 /hr = \$2,016.00)
- Pre and Post Rebanding System Baseline Testing (8hrs @ \$175.00 /hr = \$1,400.00)
MSS - M. Comm. Center (55hrs)
- Repeaters (7hrs @ \$144.00 /hr = \$1,008.00)
- Retune Combiners & Duplexer (8hrs @ \$175.00 /hr = \$1,400.00)
- Pre Rebanding Baseline Test (20hrs @ \$175.00 /hr = \$3,500.00)
- Post Rebanding Baseline Test (20hrs @ \$175.00 /hr = \$3,500.00)
- MSS - System Watch, Site Lens (Reconfig. SIP terminal) (4hrs @ \$144.00 /hr = \$576.00)
- MSS - MSS to assist with functional tests / ATP (10hrs @ \$144.00 /hr = \$1,440.00)
- MSS - Add back to back NPSPAC channels to console (10hrs @ \$144.00 /hr = \$1,440.00)
- MSS - Re-tune 10 Dispatch backup control stations (10hrs @ \$144.00 /hr = \$1,440.00)
- PM - Project Manager (156hrs @ \$175.00 /hr = \$27,300.00)
- SE - System Engineer (56hrs @ \$175.00 /hr = \$9,800.00)
- ST - System Technologist (88hrs @ \$175.00 /hr = \$15,400.00)
- MSS - Uninstall S/N-provided equipment (repeaters, dir. Couplers), pkg. and ship (1hrs @ \$4,439.00 /hr = \$4,439.00)

<ul style="list-style-type: none"> MSS - misc installation cables, connectors and eng materials - RZ (1hrs @ \$11,363.64 /hr = \$11,363.64) 		
b. Infrastructure Equipment Reconfiguration Equipment/Software: <ul style="list-style-type: none"> MCS2000 CPS Software - Model No:RVN4175 (2 @ \$157.80 /Each) MTS2000 CPS Software - Model No:RVN4176 (4 @ \$167.40 /Each) 2 port Rx splitter BNC connectors - Model No:PS-8602-BNC (1 @ \$106.25 /Each) 1/2 SUPERFLEX POLY JKT PER FOOT - Model No:L1702 (200 @ \$3.40 /Each) 1/2 N MALE PLATED CONNECTOR - Model No:CDN6579 (21 @ \$45.05 /Each) 1/2 7/16 DIN MALE CONN SFLEX - Model No:DSF4PDMV2C (4 @ \$24.65 /Each) SEVEN FOOT RACK - Model No:TRN7342 (4 @ \$380.70 /Each) VERTICAL MOUNTED COPPER CONDUCTOR B - Model No:DSCBIS14.62572MOT (4 @ \$84.15 /Each) 1/2 LDF HELIAX POLY JKT PER FT - Model No:L1705 (15 @ \$1.70 /Each) ADD: CONNECTOR ATTACHMENT LDF4 - Model No:TT04967AA (1 @ \$9.35 /Each) ADD: N MALE, PS, ANTENNA END - Model No:TT05061AA (1 @ \$22.10 /Each) 7 - 16 DIN MALE POSITIVE STOP FOR 1 - Model No:DSL4TDMPS (1 @ \$22.10 /Each) 1-1/4 LDF HELIAX POLY JKT PER FT - Model No:L1713 (380 @ \$6.80 /Each) ADD: CONNECTOR ATTACHMENT LDF6 - Model No:TT04970AA (1 @ \$22.10 /Each) ADD:7-16 DIN FEMALE, PS,ANTENNA END - Model No:TT05071AA (1 @ \$94.35 /Each) DIN FEMALE TRIMETAL CONNECTOR - POS - Model No:DSL6TDFPS (1 @ \$88.40 /Each) 1-1/4 CABLE GROUND CLAMP KIT - Model No:TDN7547 (7 @ \$20.40 /Each) 1-1/4 SUPPORT HOIST GRIP - Model No:DSL6SGRIP (2 @ \$44.20 /Each) CABLE WRAP WEATHERPROOFING - Model No:TDN9289 (2 @ \$18.70 /Each) LIGHTNING ARRESTOR, 7-16DIN MALE/FE - Model No:DSDSXLDMA (1 @ 	(Vendor) Motorola	\$31,747.50

- \$153.00 /Each)
- 1/2 LDF HELIAX POLY JKT PER FT -
Model No:L1705 (15 @ \$1.70 /Each)
- ADD: CONNECTOR ATTACHMENT
LDF4 - Model No:TT04967AA (1 @ \$9.35
/Each)
- ADD: N MALE, PS, ANTENNA END -
Model No:TT05061AA (1 @ \$22.10 /Each)
- 7 - 16 DIN MALE POSITIVE STOP FOR 1 -
Model No:DSL4TDMPS (1 @ \$22.10 /Each)
- 1-1/4 LDF HELIAX POLY JKT PER FT -
Model No:L1713 (380 @ \$6.80 /Each)
- ADD: CONNECTOR ATTACHMENT
LDF6 - Model No:TT04970AA (1 @ \$22.10
/Each)
- ADD:7-16 DIN FEMALE, PS,ANTENNA
END - Model No:TT05071AA (1 @ \$94.35
/Each)
- DIN FEMALE TRIMETAL CONNECTOR -
POS - Model No:DSL6TDFPS (1 @ \$88.40
/Each)
- 1-1/4 CABLE GROUND CLAMP KIT -
Model No:TDN7547 (7 @ \$20.40 /Each)
- 1-1/4 SUPPORT HOIST GRIP - Model
No:DSL6SGRIP (2 @ \$44.20 /Each)
- CABLE WRAP WEATHERPROOFING -
Model No:TDN9289 (2 @ \$18.70 /Each)
- LIGHTNING ARRESTOR, 7-16DIN
MALE/FE - Model No:DSDSXLDMA (1 @
\$153.00 /Each)
- 1/2 LDF HELIAX POLY JKT PER FT -
Model No:L1705 (15 @ \$1.70 /Each)
- ADD: CONNECTOR ATTACHMENT
LDF4 - Model No:TT04967AA (1 @ \$9.35
/Each)
- ADD: N MALE, PS, ANTENNA END -
Model No:TT05061AA (1 @ \$22.10 /Each)
- 7 - 16 DIN MALE POSITIVE STOP FOR 1 -
Model No:DSL4TDMPS (1 @ \$22.10 /Each)
- 1-1/4 LDF HELIAX POLY JKT PER FT -
Model No:L1713 (380 @ \$6.80 /Each)
- ADD: CONNECTOR ATTACHMENT
LDF6 - Model No:TT04970AA (1 @ \$22.10
/Each)
- ADD:7-16 DIN FEMALE, PS,ANTENNA
END - Model No:TT05071AA (1 @ \$94.35
/Each)
- DIN FEMALE TRIMETAL CONNECTOR -
POS - Model No:DSL6TDFPS (1 @ \$88.40
/Each)
- 1-1/4 CABLE GROUND CLAMP KIT -
Model No:TDN7547 (7 @ \$20.40 /Each)
- 1-1/4 SUPPORT HOIST GRIP - Model

<ul style="list-style-type: none"> No:DSL6SGRIP (2 @ \$44.20 /Each) • CABLE WRAP WEATHERPROOFING - Model No:TDN9289 (2 @ \$18.70 /Each) • LIGHTNING ARRESTOR, 7-16DIN MALE/FE - Model No:DSDSXLDMA (1 @ \$153.00 /Each) • 1-1/4 LDF HELIAX POLY JKT PER FT - Model No:L1713 (480 @ \$6.80 /Each) • ADD: CONNECTOR ATTACHMENT LDF6 - Model No:TT04970AA (1 @ \$22.10 /Each) • ADD:7-16 DIN FEMALE, PS,ANTENNA END - Model No:TT05071AA (1 @ \$94.35 /Each) • DIN FEMALE TRIMETAL CONNECTOR - POS - Model No:DSL6TDFPS (1 @ \$88.40 /Each) • 1-1/4 CABLE GROUND CLAMP KIT - Model No:TDN7547 (7 @ \$20.40 /Each) • 1-1/4 SUPPORT HOIST GRIP - Model No:DSL6SGRIP (2 @ \$44.20 /Each) • CABLE WRAP WEATHERPROOFING - Model No:TDN9289 (2 @ \$18.70 /Each) • LIGHTNING ARRESTOR, 7-16DIN MALE/FE - Model No:DSDSXLDMA (1 @ \$153.00 /Each) • ANTENNA 845.5 - 880.5 - Model No:DSPD100173 (4 @ \$1,062.50 /Each) • 1/2 LDF HELIAX POLY JKT PER FT - Model No:L1705 (15 @ \$1.70 /Each) • ADD: CONNECTOR ATTACHMENT LDF4 - Model No:TT04967AA (1 @ \$9.35 /Each) • ADD: N MALE, PS, ANTENNA END - Model No:TT05061AA (1 @ \$22.10 /Each) • 7 - 16 DIN MALE POSITIVE STOP FOR 1 - Model No:DSL4TDMPS (1 @ \$22.10 /Each) • 6809 28 Ch Controller Code Plug - Model No:UOST-0001 (2 @ \$1,298.00 /Each) • CSC Software - Model No:UOST-0004 (2 @ \$1,509.00 /Each) • TSC Software - Model No:UOST-0008 (2 @ \$481.00 /Each) • Simulcast DCB Software - Model No:UOST-0010 (2 @ \$602.00 /Each) • TCI Software - Model No:UOST-0018 (2 @ \$602.00 /Each) 		
III. Engineering and Verification <ul style="list-style-type: none"> • ST - Method (II or III) Drive Test (if applicable) (166hrs @ \$175.00 /hr = \$29,050.00) 	(Vendor) Motorola	\$57,150.00

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<ul style="list-style-type: none">Expense - Voyager and Drive Test Equipment rental (1 @ \$7,800.00 /unit = \$7,800.00)PM - Project Manager (64hrs @ \$175.00 /hr = \$11,200.00)ST - System Technologist (52hrs @ \$175.00 /hr = \$9,100.00)		
IV. Professional Services <ul style="list-style-type: none">PM - Project Manager (408hrs @ \$175.00 /hr = \$71,400.00)SE - System Engineer (144hrs @ \$175.00 /hr = \$25,200.00)ST - System Technologist (144hrs @ \$175.00 /hr = \$25,200.00)Travel (1 @ \$114,323.00 /unit = \$114,323.00)	(Vendor) Motorola	\$236,123.00
V Contracts and Legal <ul style="list-style-type: none">SRGP&E - Contract negotiations / Review of contract and closing documents (100hrs @ \$435.00 /hr = \$43,500.00)FCC Regulatory Filings / 2 sets of applications / Consummation Notices / Rebanding deadline notices and deadline coordination (8hrs @ \$180.00 /hr = \$1,440.00)Review of closing documents (1 @ \$1,000.00 /unit = \$1,000.00)Travel Costs (1 @ \$3,500.00 /unit = \$3,500.00)	(Vendor) SRGP&E	\$49,440.00
Williamson	Incumbent	\$42,250.00
Motorola	Vendor	\$1,265,258.64
SRGP&E	Vendor	\$49,440.00
Total Estimated Costs		\$1,356,948.64

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that Incumbent and its Vendors have determined (as listed in Schedule C) the minimum funds necessary to reconfigure Incumbent's facilities in a reasonable, prudent and timely manner, in order to make such rebanded facilities comparable to those presently in use. If applicable, Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C are comparable to costs that vendor previously charged Incumbent for similar work.

Signature:

Print Name:

Title:

Phone Number:

E-mail

Date:



SCHEDULE D

WILLIAMSON, COUNTY OF, TX PH II

1) Loaned Reconfiguration Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
1		Raven Audio Bridge (2 4-Wire Bridge)	DQ40100A4082044X	Used
3		Raven Audio Bridge (1 4-Wire Bridge)	DQ40100A4082040X	Used
3		IBUTTONS (5 units each)	DVN4049	New
3		IBUTTON Readers (5 units each)	DVN4050	New
5		QUANTAR	T5365	Used
5		800 MHz 100 WATTS	X750	Used
5		CONVENTIONAL ANALOG	X597 A	Used
5		REPEATER OPERATION	X580	Used
5		WILDCARD OPERATION	X233	Used
5		ADD: HARDWARE, RACKMOUNT	X153	Used
5		ALT: DC ONLY OP. DC TO DC CONVERTER	X113	Used
5		50 AMP BREAKER FOR TYPE CDPD	DQSP4KCDPD50B1	Used
3		CSC W/DUPLEXER, 2-CH DUAL PORT DIN	DQ4383D07280A	Used
1		TRANSMITTER COMBINER 2 CHANNEL 800MHZ	TDF6850	Used
4		Vswr alarm sensor	DQ7005A890	New
4		Vega Tone Decoder Box for Rptr Set up/Knockdown	DQDSP223	New
16	CMC	Directional Coupler (each with DIN type connector)	CMC441268DIN	Used

2) Reserved

3) Replaced Equipment (to be delivered to Nextel prior to the Reconciliation Date)

Quantity	Manufacturer	Description	Model Number
2		6809 28 Ch Controller Code Plug	
2		CSC Software	
2		TSC Software	
2		Simulcast DCB Software	
2		TCI Software	

4) Motorola Schedule D Equipment (to be provided by Motorola) - Motorola radios and flash-kits and accessories only

a) Motorola Subscriber Services will be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
1	XTS2500 RB III Portable Radio Kit	SmartNet		XTS2500 RB III

Williamson County FRA - Final Exe.

1	Programming Software - Portable Radios			RVN4181
172	XTL2500 RB Mobile Radio Kit	SmartNet		XTL2500 RB
172	No Antenna Required			G89
5	Programming Software - Mobile Radios			RVN4185
15	XTL5000 Mobile Radio 800 MHz	SmartNet		M20URS9PW1AN
6	XTL5000 Console 800MHz	SmartNet		L20URS9PW1AN
15	Omit Antenna			G89
15	Palm Microphone			W22
15	W9 Control Head			G81
15	W9 Control Head Software			G99
15	Remote Mount			G67
15	Loud Speaker - 7.5 Watt			B18
21	Analog Operation			G241
21	SmartNet Operation			G50
21	Enh ID Display			G114
6	No Control Head Needed			G88
6	Basic Audio Control Interface Board			L791
1	Programming Software - Mobile Radios			RVN4185

b) Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
295	FlashKit	SmartNet		FlashKit

5) Motorola Replaced Equipment (to be delivered to Motorola)

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
1	STX 821 Portable Radio (with antenna and at least one battery)	SmartNet			STX 821
118	Astro Spectra Mobile Radio, Dash (each with control head and mic)	SmartNet			Astro Spectra (512K)
54	LCS2000 Mobile Radio, Dash (each with control head and mic)	SmartNet			LCS2000
15	Astro Spectra Mobile Radio, Remote (each with C9 control head and mic)	SmartNet			Astro Spectra, C9 (512K)
6	Astro Spectra Console (each with basic audio control interface board)	SmartNet			Astro Spectra

SCHEDULE E

Product Typical Values

(1) Motorola Equipment

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, High Spec (XTL2500 RB)	\$ 2,050
Accessories & Options	
SmartZone Operation	\$ 162
Digital Operation	\$ 234
Siren	\$ 637
Consollette Power Kit	\$ 500
Consollette Tone Remote	\$ 475
DTMF Microphone	\$ 180
DEK	\$ 475
Extra Loud Speaker	\$ 106
Dual Control Head	\$ 575
Dual Control Head Mic	\$ 80
Dual Control Head Cable	\$ 95
Dual Control Head Speaker	\$ 60
Multi-Radio SW Kit	\$ 750
Multi-Radio HW Kit	\$ 1,750
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Mobile UCM	\$ 750
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, Low Spec (XTL1500 RB)	\$ 1,516
Accessories & Options	
SmartZone Operation	\$ 58
Digital Operation	\$ 72
Extra Loud Speaker	\$ 106
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile (XTL5000)	18%
Accessories & Options	
XTL5000 Options	18%
Motorcycle Mounting	\$ 400
Motorcycle Housing	\$ 900

Item	Rebanding Product Typical Value
Portable, High Spec (XTS2500 III RB)	\$ 2,375.00
Accessories & Options	
SmartZone Operation	\$ 200
Digital Operation	\$ 400
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
PSM	\$ 150
RF Switch	\$ 140
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95
Portable UCM	\$ 750
Multi-unit Charger	\$ 788

Item	Rebanding Product Typical Value
Portable, Low Spec (XTS1500 I RB)	\$ 1,120
Accessories & Options	
SmartZone Operation	\$ 150
Digital Operation	\$ 130
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95

Multi-unit Charger	\$ 788
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Item.	Rebanding Product Typical Value (% are discount off list price)
Accessories & Options	
All accessories not listed above	5%

(2) Replacement Equipment

The Product Typical Values for Replacement Equipment shall be:

- a. for Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Replacement Equipment; or
- b. for Replacement Equipment comprising EFJohnson 5100 & 5300 series radios and associated accessories, the most recent list price as of the date a reconciliation statement is sent to Incumbent by Nextel, less 25%

In lieu of paying the Product Typical Value as stated above, Incumbent may choose to purchase Comparable Equipment, defined below, from any source and send the equipment, along with adequate documentation, to Nextel prior to the Reconciliation Date. Comparable Equipment, shall mean equipment of the same condition (e.g., new for new or used for used) and from the same manufacturer, that is the identical model and includes the same options and accessories as the Replacement Equipment provided by Nextel.

Exhibit A

Incumbent Information

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: _____

Contact: _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Check Appropriate Box: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership
☐ Other _____

II. BANK ACCOUNT INFORMATION (Required for payment processing.)

Please select preferred payment method: ☐ Wire Transfer ☐ ACH ☐ Check

Name of Bank: _____

Address of Bank: _____

City/State/Zip: _____

Bank Phone #: _____

ABA (Routing #): _____

Account #: _____

Name on Account: _____

Federal, State or Individual SS #: _____

Name of Brokerage Firm (if applicable): _____

Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for Wire Transfer or ACH, Incumbent acknowledges that all payments will be made by check.

Acknowledged by Incumbent: _____ *(signature required only if Incumbent does not want an electronic funds transfer)*

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal, State or Individual Tax ID #,
FEIN (Federal) or SSN (individuals):

State(s) – sales tax license, resale permit,
employment, etc.):

Local (if applicable):

Current State and County location for your
principal executive office:

If there has been more than one location for the
principal executive office within the past five (5)
years, list each such City/County/State location:

IV. REGULATORY INFORMATION

Would you like Nextel's Regulatory department to prepare and file all necessary FCC paperwork
on your behalf? Yes / [No]

If yes, please provide the following Universal Licensing
System ("ULS") information for your licenses:

FRN (FCC Registration Number): _____

ULS PASSWORD: _____

Contact Representative for any FCC related issues:

Name: _____

Phone Number: _____

If no, please provide the following information
regarding who will take care of the preparation and
filing of all necessary FCC paperwork on your behalf:

Contact Name: Alan S. Tilles, Esq

Organization: Shulman, Rogers, Gandal Pordy & Ecker
PA

Address: 11921 Rockville Pike, 3rd Floor

City: Rockville

State/Zip: MD 20852

Phone Number: 301-230-5200

Email Address: atilles@srgpe.com

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B1

Reconciliation Documentation

Certification of Labor

Incumbent hereby certifies that the internal labor information provided for the Frequency Reconfiguration Agreement dated _____ with Nextel ("FRA") is true and complete to the best of Incumbent's knowledge.

Incumbent further certifies that the number of reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate and/or the number of internal labor hours incurred in performing planning or reconfiguration tasks for each labor category on the TA-approved Cost Estimate (included in the applicable FRA) were for 800MHz Planning or Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement.

Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA, are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA.

Incumbent Name: _____

Related Invoice #'s: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B2

INCUMBENT INTERNAL REBANDING COSTS

Pursuant to the Frequency Relocation Agreement made the ____ day of _____, 2007 by and between Incumbent Name and Nextel Name, I, _____ ("Incumbent") verify and acknowledge that all goods/services identified in Schedule C for completion by the Incumbent and referenced below have been performed.

Description of Work Done	Hours or Units completed	Cost per Hour or Unit	Total Cost
Mobile/Portable Radios Retunes	xxx	\$\$\$	\$xxx.xx
Repeaters Retuned			\$xxx.xx
Combiners Retuned			\$xxx.xx
Install, verify operation & remove temporary equipment			\$xxx.xx
Field service preplanning support, Frequency Review, Develop Transition Plan, Testing			\$xxx.xx
Project Management, SOW Preparation, Cost Estimates, Contract Negotiations, Engineering Support and preplanning meeting, transition planning, coordination of personnel			\$xxx.xx
Engineering non-labor travel costs (Travel to/from, rental car, hotel)			\$xxx.xx
Other			\$xxx.xx
		TOTAL	\$xxx.xx

By: _____
Name: _____
Title: _____
Phone Number: _____
Date: _____