

**FREQUENCY RECONFIGURATION AGREEMENT**

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between **The School Board of Broward County, Florida**, with principal offices at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 ("Incumbent"), and **Nextel South Corp.** ("Nextel"), a wholly owned indirect subsidiary of Nextel Communications, Inc., a Delaware corporation (each is referred to in this Agreement as a "Party" and together 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, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), 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.
- E. Incumbent is a party to that certain Interlocal Agreement, dated June 25, 2002, between Incumbent and Broward County, through its Board of County Commissioners, concerning the cooperative integration of Incumbent's and Broward County's 800MHz Trunked Radio Systems (the "Interlocal Agreement"), a copy of which is attached to this Agreement as Exhibit E. In accordance with the Interlocal Agreement and a letter dated December 15, 2006, a copy of which is attached as Exhibit F, Incumbent authorized Broward County to represent Incumbent in connection with the Reconfiguration of infrastructure related to licenses WQBC531 and WQBC532, which is covered under a separate Frequency Reconfiguration Agreement between Broward County and Nextel.

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 assign the Incumbent Frequencies to Nextel or at Nextel's election 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) ("Section 90.621(b)"), as such rule may be amended from time to time by the FCC.

(b) The Parties agree that Nextel will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the Parties through mutual agreement in accordance with Section 5. The Incumbent reserves the right to make its own FCC filings for the Replacement Frequencies on such mutually agreed date, rather than relying on Nextel to do so, by so notifying Nextel in accordance with the Notice provision of this Agreement.

**3. Reconfiguration Costs:**

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) The cost estimate set forth in Schedule C (the "Cost Estimate") and the equipment set forth on Schedule D, sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies. Notwithstanding the foregoing, it should be noted that this Agreement only involves the Reconfiguration of the licenses identified on Schedule A and does not address the main infrastructure associated with those licenses. The main infrastructure associated with said licenses is shared and will be reconfigured under a separate agreement by and between Nextel and the Broward County Board of Commissioners.

(ii) After all of the work contemplated by the Cost Estimate has been performed and all Schedule D equipment provided 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. Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party 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 Schedule D 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 within forty-five (45) business days from the Effective Date. Nextel and Motorola have entered into an agreement enabling Nextel to pay for the Motorola Schedule D Equipment. 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) Within thirty (30) days of completion of Incumbent's reconfiguration and prior to the Reconciliation Date (as defined below), Incumbent will submit to Nextel all documentation demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). The documentation of Actual Costs ("Documentation") required by Nextel from Incumbent may include but is not limited to the following: (A) invoices for Actual Costs that are associated with a category of work as identified on Schedule C; (B) receipts substantiating the Actual Costs including receipts for any travel expenses incurred by Incumbent such as hotel invoices, airfare receipts, etc.; (C) Incumbent's individual employee work orders, time sheets and associated general ledger records specifying the name of the person or employee performing work for Incumbent, the date work was performed, the hours worked and a description of the activity performed; (D) inventory lists and certified statements of the numbers of tasks completed for reconfiguration; (E) the applicable Exhibit B internal labor certifications. Upon receipt by Nextel of the Documentation for all Actual Costs and subject to Section 20(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) and the Parties will agree upon the amount 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 later date of (1) the effective date of agreement on reconciliation of Actual Costs, Motorola Replaced Equipment (as defined in Section 20) and Nextel Replaced Equipment (as defined in Section 21), and (2) the date of receipt by Nextel of the Reconciliation Statement signed by Incumbent is the "Reconciliation Date".

(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 (as defined below), 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. Loaned 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 will provide any equipment identified in Schedule D as “Nextel Replacement Equipment”. The Loaned Reconfiguration Equipment and Nextel Replacement Equipment may be referred to collectively as the “Nextel Schedule D Equipment”. Nextel will deliver any Nextel Schedule D Equipment in accordance with the terms on Schedule D. Incumbent will fax to Nextel a bill of lading associated with each shipment of Nextel Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Nextel Schedule D Equipment in good working order. Any Loaned Reconfiguration Equipment will be returned to Nextel by Incumbent within 30 days of completion of Incumbent’s Reconfiguration and in no event later than 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. The 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.

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

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

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

(c) subject to the following sentence, 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. In the event that any provision of the Interlocal Agreement conflicts with any provision of this Agreement or requirement under the Order, the Parties agree that any such conflict shall be resolved in favor of this Agreement and the Order as soon as practicable and in any event prior to the Closing Date (defined below);

(d) 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;

(e) 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

(f) 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 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. In the event that the Interlocal Agreement results in, or otherwise causes, the encumbrance of the Incumbent Frequencies, or otherwise conflicts with any provision of this Agreement or requirement under the Order, the Parties agree that any such encumbrance shall be removed, and any such conflict shall be resolved in favor of this Agreement and the Order, as soon as practicable and in any event prior to the Closing Date (defined below). Consistent with the preceding sentence, this Agreement will not restrict Incumbent and Broward County from operating under or amending the Interlocal Agreement in order to achieve the purposes of the Interlocal Agreement, including without limitation to ensure uninterrupted operations.

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 25 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 25.

**9. Closing:** The closing of the transactions contemplated by this Agreement will take place 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 or the creation of a new license for Incumbent that includes the Replacement Frequencies, (iii) the earlier of notification by Incumbent to Nextel that the Incumbent Licenses are clear of all users and thirty-five (35) days following the date Nextel notifies Incumbent that the Replacement Frequencies have been decommissioned, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by Incumbent 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); (vii) the completion of all work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies, as described generally in Section 3(a), and as detailed further in Sections 4, 20 and 21 concerning equipment loaned or provided under this Agreement; and (viii) the satisfaction of all other conditions 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 ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable 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:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other audit-level 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.

**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 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:**

(a) Subject to the provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), the Parties and their employees shall keep confidential any proprietary, non-public information disclosed in connection with this Agreement or regarding the Incumbent Frequencies, Replacement Frequencies and Nextel's business.

(b) Nextel acknowledges that under Florida law the terms of this Agreement are public in nature and may be made available for public inspection and approved by Incumbent in an open public meeting in accordance with Florida law.

(c) In order for any information to be deemed confidential under this section, Nextel must provide prior written notification to the Parties that such specific information is proprietary and non-public in nature and must be maintained as confidential.

(d) If the information is exempt from public inspection under the Florida Public Records Law (Chapter 119, Florida Statutes), the confidential nature of any proprietary and non-public information shall conclude two (2) years after the Closing or two (2) years after the termination of this Agreement, whichever first occurs.

(e) In addition to those disclosures permitted by law, the Parties may make disclosures to (i) the Transition Administrator; (ii) a manufacturer of Nextel Replacement Equipment to allow for the provisioning of that equipment to Incumbent; (iii) its employees, agents, attorneys and accountants (collectively, "Agents"); and (iv) to a Vendor and/or Motorola (but only to the extent such disclosure specifically relates to Vendor's and/or Motorola's work and costs under this Agreement; provided, however, that each Party will request that such entity with whom it has elected to share such information, keep such information confidential to the extent permitted by law.

(f) Notwithstanding the foregoing, Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents, provided that such entities with whom such information is shared be requested to limit further disclosure to only other public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007, or as otherwise may be required by law.

**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. Indemnification:** Each Party agrees to be responsible for its own acts of negligence and its agents' acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages to the extent resulting from said negligence. Nothing contained in this Agreement is intended to nor shall it be construed to waive Incumbent's rights and immunities under Florida Statute 768.28. The obligations under this Section survive the Closing for a period of three (3) years.

**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, as it 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 Nextel 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.

**20. Motorola 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 with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will promptly return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola (shipping fees to be paid by Nextel).

(b) If Incumbent has ordered field implementation services for new subscriber radios ("Motorola Subscriber Services") and Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola, 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 in the same condition as received; 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) If Incumbent did not order Motorola Subscriber Services and Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola within 60 days of receipt of the Motorola Schedule D Equipment, Incumbent must promptly return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned in the same condition as received. If Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola under this Section 20(c) and prior to receipt of a Reconciliation Statement from Nextel Incumbent does not demonstrate to Nextel that Incumbent has made payment of the Product Typical



Value (as identified on Schedule E(1)) directly to Motorola for those items of Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, then either: (i) Nextel will deduct the Product Typical Value for those items of Motorola Schedule D Equipment provided to replace the Motorola Replaced Equipment not returned to Motorola (including tax (if any) and shipping) (the "Motorola Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay the Motorola Equipment Refund to Nextel prior to the Closing Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Motorola Equipment Refund up to the value of the final payment due to Incumbent and Incumbent must pay Nextel the remaining Motorola Equipment Refund not covered by the final payment prior to the Closing Date (if the final payment due Incumbent is less than the Motorola Equipment Refund).

**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 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 to Nextel at Closing free and clear of liens and any other encumbrances, and (ii) Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel and shall within ninety (90) days deliver the Nextel Replaced Equipment to Nextel at Nextel's sole cost and pursuant to Nextel's instructions. Title to Nextel Replacement Equipment provided by Nextel will pass to Incumbent at Closing, and, for Nextel Replacement Equipment owned by Nextel, Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens.

(b) If Incumbent fails to return any item of the Nextel Replaced Equipment to Nextel, Incumbent must return to Nextel those items of the Nextel Replacement Equipment that would have replaced the Nextel Replaced Equipment not returned, in the same condition as received, within ninety (90) days of receipt of the Nextel Replacement Equipment. 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 Nextel 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 prior to the Closing Date (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 prior to the Closing Date (If the final payment due Incumbent is less than the Nextel Equipment Refund and any Motorola Equipment Refund).

**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 or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" 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 reasonably determines 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* except if such termination was due to an uncured material breach by Incumbent.

**23. 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:

<p>If to Incumbent, to:</p> <p>Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, FL 33301 Attn: Angela Coluzzi, Director, Network Integration Phone: (754) 321-0356 Fax: (754) 321-0905 Email: <a href="mailto:angela.coluzzi@browardschools.com">angela.coluzzi@browardschools.com</a></p>	<p>If to Nextel, to:</p> <p>Nextel South Corp. c/o Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191-3436 Attn: Heather P. Brown, Esq. Phone: (703) 433-4467 Fax: (703) 433-4483</p>
<p>With a copy that shall not constitute Notice:</p> <p>School Board of Broward County 7720 Oakland Park Avenue Sunrise, FL 33351 Attn: Lowrie Simon Phone: (754) 321-0371 Fax: (754) 321-0095 E-mail: <a href="mailto:lowrie.simon@browardschools.com">lowrie.simon@browardschools.com</a></p>	<p>With a copy that shall not constitute Notice:</p> <p>Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>
<p>With a copy that shall not constitute Notice:</p> <p>Law Offices of Evan D. Carb, PLLC 1615 L Street, NW Suite 1325 Washington, DC 20036 Attn: Evan D. Carb, Esq. Phone: (202) 293-2555 Fax: (202) 296-2014 Email: <a href="mailto:Carblaw@verizon.net">Carblaw@verizon.net</a></p>	

**24. 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.

**25. 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.

**26. 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 for in this Agreement.

**27. 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, including its recitals, Schedules and Exhibits, 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 Florida without regard to conflicts of law principles thereof. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, color, gender, national origin, marital status, disability or sexual orientation. The Parties agree to comply with all applicable state, Federal and local laws in the performance of this Agreement. 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.

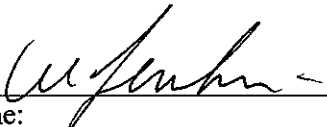
**28. Schedules and Exhibits:** Schedules A, B, C, D and E and Exhibits A, B, C, D, E and F are attached hereto and are incorporated into this Agreement by reference. To the extent that a Schedule or Exhibit conflicts with a provision of this Agreement the language of the Agreement shall govern.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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.

NEXTEL:

Nextel South Corp.

By:   
Name: \_\_\_\_\_  
Title:

**WILLIAM M JENKINS  
AUTHORIZED SIGNATORY**

INCUMBENT:

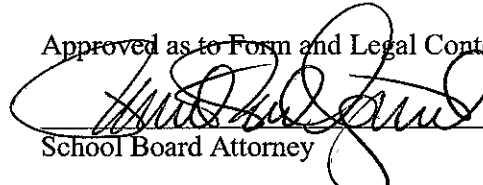
The School Board of Broward County, Florida

By \_\_\_\_\_  
Robin Bartleman, Chair

ATTEST:

\_\_\_\_\_  
James F. Notter,  
Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
School Board Attorney

**SCHEDULE A**

**Incumbent Frequencies**

**Incumbent's Name: School Board of Broward County, FL**

**Incumbent Assigns to Nextel:**

Call Sign	Frequency	Licensee	Location	# of Frequencies	Expiration Date	Latitude (N)	Longitude (W)
WQBC531	866.1875	School Board of Broward County	Sunrise, FL	1	9/20/2014	26°-8'-43.1'	80°-20'-43.8'
WQBC531	866.1875	School Board of Broward County	Miramar, FL	1	9/20/2014	25°-57'-30.7'	80°-20'-18.5'
WQBC531	866.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-15.3'	80°-10'-37.2'
WQBC531	866.6875	School Board of Broward County	Sunrise, FL	1	9/20/2014	26°-8'-43.1'	80°-20'-43.8'
WQBC531	866.6875	School Board of Broward County	Miramar, FL	1	9/20/2014	25°-57'-30.7'	80°-20'-18.5'
WQBC531	866.6875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-15.3'	80°-10'-37.2'
WQBC531	867.0375	School Board of Broward County	Sunrise, FL	1	9/20/2014	26°-8'-43.1'	80°-20'-43.8'
WQBC531	867.0375	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-15.3'	80°-10'-37.2'
WQBC531	867.0375	School Board of Broward County	Miramar, FL	1	9/20/2014	25°-57'-30.7'	80°-20'-18.5'
WQBC531	867.7125	School Board of Broward County	Sunrise, FL	1	9/20/2014	26°-8'-43.1'	80°-20'-43.8'
WQBC531	867.7125	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-15.3'	80°-10'-37.2'
WQBC531	867.7125	School Board of Broward County	Miramar, FL	1	9/20/2014	25°-57'-30.7'	80°-20'-18.5'
WQBC531	868.0625	School Board of Broward County	Sunrise, FL	1	9/20/2014	26°-8'-43.1'	80°-20'-43.8'
WQBC531	868.0625	School Board of Broward County	Miramar, FL	1	9/20/2014	25°-57'-30.7'	80°-20'-18.5'
WQBC531	868.0625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-15.3'	80°-10'-37.2'
WQBC531	868.1875	School Board of Broward County	Sunrise, FL	1	9/20/2014	26°-8'-43.1'	80°-20'-43.8'
WQBC531	868.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-15.3'	80°-10'-37.2'
WQBC531	868.1875	School Board of Broward County	Miramar, FL	1	9/20/2014	25°-57'-30.7'	80°-20'-18.5'
WQBC531	868.7625	School Board of Broward County	Sunrise, FL	1	9/20/2014	26°-8'-43.1'	80°-20'-43.8'
WQBC531	868.7625	School Board of Broward County	Miramar, FL	1	9/20/2014	25°-57'-30.7'	80°-20'-18.5'
WQBC531	868.7625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-15.3'	80°-10'-37.2'

Call Sign	Frequency	Licensee	Location	# of Frequencies	Expiration Date	Latitude (N)	Longitude (W)
WQBC532	866.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-10'-32.3'	80°-5'-52.2'
WQBC532	866.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-5'-48'	80°-6'-26'
WQBC532	866.1875	School Board of Broward County	Davie, FL	1	9/20/2014	26°-3'-56'	80°-20'-18'
WQBC532	866.1875	School Board of Broward County	Coconut Creek, FL	1	9/20/2014	26°-18'-10'	80°-11'-45'
WQBC532	866.1875	School Board of Broward County	Pembroke Park, FL	1	9/20/2014	25°-58'-48'	80°-11'-47'
WQBC532	866.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-0'	80°-11'-16'
WQBC532	866.6875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-10'-32.3'	80°-5'-52.2'
WQBC532	866.6875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-5'-48'	80°-6'-26'
WQBC532	866.6875	School Board of Broward County	Coconut Creek, FL	1	9/20/2014	26°-18'-10'	80°-11'-45'
WQBC532	866.6875	School Board of Broward County	Pembroke Park, FL	1	9/20/2014	25°-58'-48'	80°-11'-47'
WQBC532	866.6875	School Board of Broward County	Davie, FL	1	9/20/2014	26°-3'-56'	80°-20'-18'
WQBC532	866.6875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-0'	80°-11'-16'
WQBC532	867.0375	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-10'-32.3'	80°-5'-52.2'
WQBC532	867.0375	School Board of Broward County	Pembroke Park, FL	1	9/20/2014	25°-58'-48'	80°-11'-47'
WQBC532	867.0375	School Board of Broward County	Coconut Creek, FL	1	9/20/2014	26°-18'-10'	80°-11'-45'
WQBC532	867.0375	School Board of Broward County	Davie, FL	1	9/20/2014	26°-3'-56'	80°-20'-18'
WQBC532	867.0375	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-5'-48'	80°-6'-26'
WQBC532	867.0375	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-0'	80°-11'-16'
WQBC532	867.7125	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-10'-32.3'	80°-5'-52.2'
WQBC532	867.7125	School Board of Broward County	Pembroke Park, FL	1	9/20/2014	25°-58'-48'	80°-11'-47'
WQBC532	867.7125	School Board of Broward County	Coconut Creek, FL	1	9/20/2014	26°-18'-10'	80°-11'-45'
WQBC532	867.7125	School Board of Broward County	Davie, FL	1	9/20/2014	26°-3'-56'	80°-20'-18'
WQBC532	867.7125	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-5'-48'	80°-6'-26'
WQBC532	867.7125	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-0'	80°-11'-16'
WQBC532	868.0625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-10'-32.3'	80°-5'-52.2'
WQBC532	868.0625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-0'	80°-11'-16'
WQBC532	868.0625	School Board of Broward County	Pembroke Park, FL	1	9/20/2014	25°-58'-48'	80°-11'-47'

Call Sign	Frequency	Licensee	Location	# of Frequencies	Expiration Date	Latitude (N)	Longitude (W)
WQBC532	868.0625	School Board of Broward County	Coconut Creek, FL	1	9/20/2014	26°-18'-10"	80°-11'-45"
WQBC532	868.0625	School Board of Broward County	Davie, FL	1	9/20/2014	26°-3'-56"	80°-20'-18"
WQBC532	868.0625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-5'-48"	80°-6'-26"
WQBC532	868.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-10'-32.3"	80°-5'-52.2"
WQBC532	868.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-5'-48"	80°-6'-26"
WQBC532	868.1875	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-0"	80°-11'-16"
WQBC532	868.1875	School Board of Broward County	Coconut Creek, FL	1	9/20/2014	26°-18'-10"	80°-11'-45"
WQBC532	868.1875	School Board of Broward County	Pembroke Park, FL	1	9/20/2014	25°-58'-48"	80°-11'-47"
WQBC532	868.1875	School Board of Broward County	Davie, FL	1	9/20/2014	26°-3'-56"	80°-20'-18"
WQBC532	868.7625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-10'-32.3"	80°-5'-52.2"
WQBC532	868.7625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-9'-0"	80°-11'-16"
WQBC532	868.7625	School Board of Broward County	Coconut Creek, FL	1	9/20/2014	26°-18'-10"	80°-11'-45"
WQBC532	868.7625	School Board of Broward County	Pembroke Park, FL	1	9/20/2014	25°-58'-48"	80°-11'-47"
WQBC532	868.7625	School Board of Broward County	Davie, FL	1	9/20/2014	26°-3'-56"	80°-20'-18"
WQBC532	868.7625	School Board of Broward County	Fort Lauderdale, FL	1	9/20/2014	26°-5'-48"	80°-6'-26"

**SCHEDULE B**

**Replacement Frequencies**

**Incumbent's Name: School Board of Broward County, FL**

**Nextel Assigns to Incumbent:**

Replacement Frequency	Latitude (N)	Longitude (W)	ERP (W)	GE (ft.)	Ant Height (ft.)	New Licensee	Location
851.1875	25'-57'-30.7'	80'-20'-18.5'	296	10	311	N	Miramar, FL
851.1875	25'-58'-48'	80'-11'-47'	230	10	411	N	Pembroke Park, FL
851.1875	26'-10'-32.3'	80'-5'-52.2'	479	10	284	N	Fort Lauderdale, FL
851.1875	26'-18'-10'	80'-11'-45'	230	10	411	N	Coconut Creek, FL
851.1875	26'-3'-56'	80'-20'-18'	252	10	286	N	Davie, FL
851.1875	26'-5'-48'	80'-6'-26'	339	10	268	N	Fort Lauderdale, FL
851.1875	26'-8'-43.1'	80'-20'-43.8'	296	9	414	N	Sunrise, FL
851.1875	26'-9'-0'	80'-11'-16'	321	10	315	N	Fort Lauderdale, FL
851.1875	26'-9'-15.3'	80'-10'-37.2'	464	10	420	N	Fort Lauderdale, FL
851.6875	25'-57'-30.7'	80'-20'-18.5'	296	10	311	N	Miramar, FL
851.6875	25'-58'-48'	80'-11'-47'	264	10	411	N	Pembroke Park, FL
851.6875	26'-10'-32.3'	80'-5'-52.2'	479	10	284	N	Fort Lauderdale, FL
851.6875	26'-18'-10'	80'-11'-45'	230	10	411	N	Coconut Creek, FL
851.6875	26'-3'-56'	80'-20'-18'	252	10	286	N	Davie, FL
851.6875	26'-5'-48'	80'-6'-26'	339	10	268	N	Fort Lauderdale, FL
851.6875	26'-8'-43.1'	80'-20'-43.8'	296	9	414	N	Sunrise, FL
851.6875	26'-9'-0'	80'-11'-16'	321	10	315	N	Fort Lauderdale, FL
851.6875	26'-9'-15.3'	80'-10'-37.2'	464	10	420	N	Fort Lauderdale, FL
852.0375	25'-57'-30.7'	80'-20'-18.5'	296	10	311	N	Miramar, FL
852.0375	25'-58'-48'	80'-11'-47'	230	10	411	N	Pembroke Park, FL
852.0375	26'-10'-32.3'	80'-5'-52.2'	479	10	284	N	Fort Lauderdale, FL
852.0375	26'-18'-10'	80'-11'-45'	230	10	411	N	Coconut Creek, FL
852.0375	26'-3'-56'	80'-20'-18'	252	10	286	N	Davie, FL
852.0375	26'-5'-48'	80'-6'-26'	339	10	268	N	Fort Lauderdale, FL
852.0375	26'-8'-43.1'	80'-20'-43.8'	296	9	414	N	Sunrise, FL



Replacement Frequency	Latitude (N)	Longitude (W)	ERP (W)	GE (ft.)	Ant Height (ft.)	New Licensee	Location
852.0375	26°-9'-0'	80°-11'-16'	321	10	315	N	Fort Lauderdale, FL
852.0375	26°-9'-15.3'	80°-10'-37.2'	464	10	420	N	Fort Lauderdale, FL
852.7125	25°-57'-30.7'	80°-20'-18.5'	296	10	311	N	Miramar, FL
852.7125	25°-58'-48'	80°-11'-47'	264	10	411	N	Pembroke Park, FL
852.7125	26°-10'-32.3'	80°-5'-52.2'	479	10	284	N	Fort Lauderdale, FL
852.7125	26°-18'-10'	80°-11'-45'	230	10	411	N	Coconut Creek, FL
852.7125	26°-3'-56'	80°-20'-18'	252	10	286	N	Davie, FL
852.7125	26°-5'-48'	80°-6'-26'	339	10	268	N	Fort Lauderdale, FL
852.7125	26°-8'-43.1'	80°-20'-43.8'	296	9	414	N	Sunrise, FL
852.7125	26°-9'-0'	80°-11'-16'	321	10	315	N	Fort Lauderdale, FL
852.7125	26°-9'-15.3'	80°-10'-37.2'	464	10	420	N	Fort Lauderdale, FL
853.0625	25°-57'-30.7'	80°-20'-18.5'	296	10	311	N	Miramar, FL
853.0625	25°-58'-48'	80°-11'-47'	240	10	411	N	Pembroke Park, FL
853.0625	26°-10'-32.3'	80°-5'-52.2'	479	10	284	N	Fort Lauderdale, FL
853.0625	26°-18'-10'	80°-11'-45'	230	10	411	N	Coconut Creek, FL
853.0625	26°-3'-56'	80°-20'-18'	289	10	286	N	Davie, FL
853.0625	26°-5'-48'	80°-6'-26'	339	10	268	N	Fort Lauderdale, FL
853.0625	26°-8'-43.1'	80°-20'-43.8'	296	9	414	N	Sunrise, FL
853.0625	26°-9'-0'	80°-11'-16'	321	10	315	N	Fort Lauderdale, FL
853.0625	26°-9'-15.3'	80°-10'-37.2'	464	10	420	N	Fort Lauderdale, FL
853.1875	25°-57'-30.7'	80°-20'-18.5'	296	10	311	N	Miramar, FL
853.1875	25°-58'-48'	80°-11'-47'	264	10	411	N	Pembroke Park, FL
853.1875	26°-10'-32.3'	80°-5'-52.2'	479	10	284	N	Fort Lauderdale, FL
853.1875	26°-18'-10'	80°-11'-45'	230	10	411	N	Coconut Creek, FL
853.1875	26°-3'-56'	80°-20'-18'	205	10	286	N	Davie, FL
853.1875	26°-5'-48'	80°-6'-26'	339	10	268	N	Fort Lauderdale, FL
853.1875	26°-8'-43.1'	80°-20'-43.8'	296	9	414	N	Sunrise, FL
853.1875	26°-9'-0'	80°-11'-16'	321	10	315	N	Fort Lauderdale, FL
853.1875	26°-9'-15.3'	80°-10'-37.2'	464	10	420	N	Fort Lauderdale, FL
853.7625	25°-57'-30.7'	80°-20'-18.5'	296	10	311	N	Miramar, FL

<b>Replacement Frequency</b>	<b>Latitude (N)</b>	<b>Longitude (W)</b>	<b>ERP (W)</b>	<b>GE (ft.)</b>	<b>Ant Height (ft.)</b>	<b>New Licensee</b>	<b>Location</b>
853.7625	25°-58'-48'	80°-11'-47'	230	10	411	N	Pembroke Park, FL
853.7625	26°-10'-32.3'	80°-5'-52.2'	479	10	284	N	Fort Lauderdale, FL
853.7625	26°-18'-10'	80°-11'-45'	230	10	411	N	Coconut Creek, FL
853.7625	26°-3'-56'	80°-20'-18'	252	10	286	N	Davie, FL
853.7625	26°-5'-48'	80°-6'-26'	339	10	268	N	Fort Lauderdale, FL
853.7625	26°-8'-43.1'	80°-20'-43.8'	296	9	414	N	Sunrise, FL
853.7625	26°-9'-0'	80°-11'-16'	321	10	315	N	Fort Lauderdale, FL
853.7625	26°-9'-15.3'	80°-10'-37.2'	464	10	420	N	Fort Lauderdale, FL

**SCHEDULE C**

**800 MHZ RECONFIGURATION**

**COST ESTIMATE – CERTIFIED REQUEST**

**Incumbent’s Name:** School Board of Broward County, FL

**Request for Reconfiguration Funding**

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

**Incumbent Payment Terms:** 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. Nextel will pay Incumbent \$25,521.95 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). 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:** 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. Nextel will pay each Vendor within 30 days after receipt by 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 School Board of Broward County has 7 licensed frequencies under Call Signs WQBC531 and WQBC532 that operate on the eight sites, twenty-eight channel simulcast system attached to the Broward County Sheriff’s Office SmartZone 3.0 system. The seven frequencies licensed to the School Board of Broward County will be rebanded when the Broward County Sheriff’s

Office SmartZone 3.0 system is rebanded. The scope of this proposal is limited to the reconfiguration of the School Board of Broward County’s subscribers and Site Lens RF modems. The school Board of Broward County site lens frequency tables will be updated as part of the Broward County Sheriff’s Office SmartZone 3.0 system reconfiguration and have not been included in this proposal.

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

	<b>Total In System</b>	<b>Total Included in FRA</b>
Base station frequencies	28	11
- Voice channels	28	11
- Home/Control channels	4	0
Repeater sites	8	8
Other sites (remote recv, BDA)		
Subscriber units retuned	267	267
Subscriber units reprogrammed	1666	1666
Subscriber units replaced	740	740
Subscriber units rebanded total	2673	2673
Entities operating on the system	NA	NA

**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 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.

<b>Reconfiguration Task</b>	<b>Start Date</b>	<b># of Days After Project Start Date for Start of Task</b>	<b>Estimated Duration in # of Days</b>
Project Start			
Reconfiguration Planning		30	7
Reconfigure Subscriber Equipment		37	105
Reconfigure Infrastructure Equipment		Na	Na
System Acceptance		112	20

**3. Implementation Plan:** PFA effective date – August 15, 2007

**4. Cost Estimate:**

<b>Description of Work To Be Performed</b>	<b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b>	<b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b>
<p>I. Subscriber Equipment Reconfiguration</p> <ul style="list-style-type: none"> <li>• Replacement of Dash Mount Radios - De-install &amp; Install for standard sedan or light/medium truck with unit installed under the dash and no obstructions or special installation requirements. (728 units @ 2.30 hrs each @ \$118.00 /hr = \$197,579.20)</li> <li>• 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 (233 units @ 0.7 hrs each @ \$118.00 /hr = \$19,245.80)</li> <li>• 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 th (1169 units @ 0.8 hrs each @ \$118.00 /hr = \$110,353.60)</li> <li>• Portable Radios - Retune Existing Portable (34 units @ 0.5 hrs each @ \$118.00 /hr = \$2,006.00)</li> </ul>	<p>(Vendor) Motorola (See Exhibit D)</p>	<p>\$411,780.20</p>

<b>Description of Work To Be Performed</b>	<b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b>	<b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b>
<ul style="list-style-type: none"> <li>• Portable Radios - Flashing and Retuning of Existing Portable Radio (497 units @ 0.6 hrs each @ \$118.00 /hr = \$35,187.60)</li> <li>• Portable Radios - Replacement of Existing Portable Radio (12 units @ 0.5 hrs each @ \$118.00 /hr = \$708.00)</li> <li>• Radio Templates (Masks) - Modify Radio Templates (Masks) for Replaced Units (25 units @ 4.00 hrs each @ \$118.00 /hr = \$11,800.00)</li> <li>• Radio Templates (Masks) - Modify Radio Templates (Masks) for Flashed Units (40 units @ 2.50 hrs each @ \$118.00 /hr = \$11,800.00)</li> <li>• PM - Project Manager on Site Supervision &amp; Coordination (128hrs @ \$175.00 /hr = \$22,400.00)</li> <li>• SE - SE Subscribers Support (4hrs @ \$175.00 /hr = \$700.00)</li> </ul>		
<ul style="list-style-type: none"> <li>• Mangers - Kick off meeting participation and coordination access (36hrs @ \$56.00 /hr = \$2,016.00)</li> <li>• Tech Analyst - Subscriber coordination (120hrs @ \$39.00 /hr = \$4,680.00)</li> <li>• Tech Analyst IV - Subscriber coordination (70hrs @ \$46.00 /hr = \$3,220.00)</li> <li>• Manger - Subscriber unit initial test (8hrs @ \$56.00 /hr = \$448.00)</li> <li>• Transportation Spec. - Replace, retune, reprogram portables (474.9hrs @ \$31.00 /hr = \$14,721.90)</li> <li>• Tech - Renter disp. Alias in database (389hrs @ \$31.00 /hr = \$12,059.00)</li> <li>• Tech - Package replaced units (389hrs @ \$31.00 /hr = \$12,059.00)</li> <li>• Manger - Project Management (40hrs @ \$46.00 /hr = \$1,840.00)</li> </ul>	<p>(Incumbent) Broward (See Exhibit C)</p>	<p align="center">\$51,043.90</p>

<b>Description of Work To Be Performed</b>	<b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b>	<b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b>
II. Professional Services <ul style="list-style-type: none"> <li>• PM - Project Manager (86.4hrs @ \$175.00 /hr = \$15,120.00)</li> <li>• SE - System Engineer (40.6hrs @ \$175.00 /hr = \$7,105.00)</li> <li>• ST - System Technologist (88hrs @ \$175.00 /hr = \$15,400.00)</li> <li>• Travel (1 @ \$36,592.50 /unit = \$36,592.50)</li> </ul>	(Vendor) Motorola (See Exhibit D)	\$74,217.50
III. Contracts and Legal <ul style="list-style-type: none"> <li>• Legal Fees to Negotiate FRA, FCC Licensing Work. Write initial PRM and reply to SN position. (118hrs @ \$250.00 /hr)</li> </ul>	(Vendor) Evan Carb, Esq. 1615 L Street, N.W. Suite 1325 Washington, DC 20036-5668 Tel: (202) 293-2555	\$29,500.00
<b>Total Estimated Costs</b>		<b>\$566,541.60</b>

\*In the event that background screening (as may be required by the laws of the State of Florida) is required for Motorola and/or its sub-contractors in connection with this Agreement, the cost of any such background screening shall be paid by Nextel. As of the Effective Date, the applicability of the screening requirement to contractors involved in reconfiguring Incumbent's facilities and any related costs are unknown.

**Certification**

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any Vendor costs identified on the Schedule C are comparable to costs previously charged by each such Vendor to Incumbent.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SCHEDULE D**

1) Reserved

2) Reserved

3) Reserved

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
12	XTS2500 RB III Portable Radio Kit	SmartZone		XTS2500 RB
728	XTL2500 RB Mobile Radio Kit	SmartZone		XTL2500 RB

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

Quantity	Description	Radio Software	Encryption	Model Number
1666	FlashKit (Flashes)	SmartZone		FlashKit

5) **Motorola Replaced Equipment (to be delivered to Motorola within 30 days of receipt of Motorola Schedule D Equipment)**

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
12	MTX820 Model III Portable Radio (each with at least one battery and antenna)	SmartZone			MTX820
728	Spectra Mobile Radio (each with control head and mic)	SmartZone		Dash	Spectra

**SCHEDULE E**

Product Typical Values

**(1) Motorola Equipment**

<b>Item</b>	<b>Rebanding Product Typical Value (% are discount off list price)</b>
Mobile, High Spec (XTL2500 RB)	\$ 2,050
<b>Accessories &amp; Options</b>	
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

<b>Item</b>	<b>Rebanding Product Typical Value (% are discount off list price)</b>
Mobile, Low Spec (XTL1500 RB)	\$ 1,516
<b>Accessories &amp; Options</b>	
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%
<b>Accessories &amp; Options</b>	
XTL5000 Options	18%
Motorcycle Mounting	\$ 400
Motorcycle Housing	\$ 900

Item	Rebanding Product Typical Value
Portable, High Spec (XTS2500 III RB)	\$ 2,375.00
<b>Accessories &amp; Options</b>	
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
<b>Accessories &amp; Options</b>	
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

<b>Item</b>	<b>Rebanding Product Typical Value (% are discount off list price)</b>
<b>Accessories &amp; Options</b>	
All accessories not listed above	5%

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**(2) Nextel Replacement Equipment**

The Product Typical Values for Nextel Replacement Equipment shall be:

- a. for Nextel Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Nextel Replacement Equipment; or
- b. for Nextel 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%

**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.*

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**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 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. FINANCIAL RECONCILIATION CONTACT INFORMATION (indicate one)**

A. Check here if *same* as indicated in Item I above \_\_\_\_\_

B. Fill in below if *different* from Item I above as follows:

**Financial Contact Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**V. 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:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State/Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

***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 B**

Reconciliation Documentation

**Certification of Labor**

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz 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 Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Time Sheet Documentation

DEAL ID  
DEAL NAME

Name	Description of Activities	Actual Hours Worked	Actual Hourly Rate \$	Benefit Load \$ (if applicable)	Total Cost \$
<b>Total</b>					

### Certification

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz 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 Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

**\*\* To be completed in lieu of Incumbent Invoice AND Certification of Labor Rates.**

Incumbent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_