

Rosalind K. Allen
202 419 2415
rosalind.allen@hklaw.com

April 20, 2006

VIA UPS AND ELECTRONIC MAIL

Chairman Roy Middlebrooks,
Rockdale Board of Commissioners
Rockdale County 911
2120 Farmer Road
Conyers, GA 30012

Re: Rockdale County, Georgia 800 MHz Reconfiguration

Dear Chairman Middlebrooks:

This is to confirm the agreement of Rockdale County 911 ("Rockdale") to waive any objection to the potential conflict of interest with respect to (1) Holland & Knight LLP's ("HK's") representation of Sprint Nextel Corporation ("Sprint Nextel") in government contracting, commercial real estate and state lobbying matters, and (2) Holland & Knight LLP's representation of Rockdale County, Georgia ("Rockdale") in relocation of its 800 MHz public safety network, pursuant to the Federal Communications Commission's decision in WT Docket 02-55, including negotiation of a Frequency Reconfiguration Agreement with Sprint Nextel ("the Transaction.")

The applicable ethics rules permit us to represent clients with adverse, or potentially adverse interests in circumstances where our representation of one client will not be adversely affected by our representation of another client, our professional judgment on behalf of either client will not be adversely affected by our responsibilities to the other client, and on the condition that both clients have provided consent after full disclosure of the existence and nature of the possible conflict and the possible adverse consequences of the representations.

We hereby confirm to you that, under the circumstances of this matter, our current representation of Sprint Nextel would not adversely affect our representation of and our relationship with Rockdale and that our professional judgment on your behalf will not be adversely affected by our responsibilities to Sprint Nextel.

No HK attorney who (a) is providing legal services to Rockdale, or (b) has previously provided legal services to Rockdale and is in possession of confidences or secrets of Rockdale relevant to the Transaction, will provide legal services to Sprint Nextel. Similarly, no HK attorney who is providing legal services to Sprint Nextel will concurrently provide legal services to Rockdale relevant to the Transaction.

HK will preserve the confidences and secrets of each of Rockdale and Sprint Nextel. As a precaution, no HK attorney providing legal services to Rockdale in connection with the Transaction shall discuss the Transaction with any HK attorney who (a) is providing legal services to Sprint Nextel, or (b) has previously provided legal services to Sprint Nextel and is in possession of confidences or secrets of Sprint Nextel relevant to the Transaction. Similarly, no HK attorney who (a) is providing legal services to Rockdale or (b) has previously provided legal services to Rockdale and is in possession of confidences or secrets of Rockdale relevant to the Transaction shall discuss such representation with an HK attorney representing Sprint Nextel.

This waiver is specifically limited to the Transaction described herein, and does not in any way extend to cover or permit HK to represent either Rockdale or Sprint Nextel in any formal dispute resolution proceeding (i.e., arbitration or litigation) in connection with the Transaction.

We further confirm to you that we have sought and received a similar conflict waiver from Sprint Nextel.

Under these circumstances, if you agree that Holland & Knight LLP may undertake the concurrent representations of you and Sprint Nextel in the matter described above, and that you are waiving any objection to the conflict with respect to such concurrent representations, please indicate your consent and waiver by signing below. Also, please return the executed copy to me as soon as possible via facsimile, keeping a copy for your records. The facsimile number for the Washington, D.C. office is 202-955-5564.

Sincerely yours,

HOLLAND & KNIGHT LLP

By: Rosalind K. Allen
Rosalind K. Allen

CONFLICT WAIVER

Rockdale County 911 hereby consents to and waives any objection to the conflict of interest in Holland & Knight LLP's concurrent representation of Sprint Nextel Corporation in the aforesaid circumstances.

Rockdale County 911

By: Roy J. Middlesbrooks
Chairman Roy Middlesbrooks
Rockdale County Board of Commissioners

Dated: 5/9/06

Rosalind K. Allen
202 419 2415
rosalind.allen@hklaw.com

March 10, 2006

VIA UPS AND ELECTRONIC MAIL

Carolyn Hunter, Director
Rockdale County 911
2120 Farmer Road
Conyers, GA 30012

Re: Rockdale County, Georgia 800 MHz Reconfiguration

Dear Carolyn:

This is to confirm the agreement of Rockdale County 911 ("Rockdale") to waive any objection to the potential conflict of interest with respect to (1) Holland & Knight LLP's ("HK's") representation of Sprint Nextel Corporation ("Sprint Nextel") in government contracting, commercial real estate and state lobbying matters, and (2) Holland & Knight LLP's representation of Rockdale County, Georgia ("Rockdale") in relocation of its 800 MHz public safety network, pursuant to the Federal Communications Commission's decision in WT Docket 02-55, including negotiation of a Frequency Reconfiguration Agreement with Sprint Nextel ("the Transaction.")

The applicable ethics rules permit us to represent clients with adverse, or potentially adverse interests in circumstances where our representation of one client will not be adversely affected by our representation of another client, our professional judgment on behalf of either client will not be adversely affected by our responsibilities to the other client, and on the condition that both clients have provided consent after full disclosure of the existence and nature of the possible conflict and the possible adverse consequences of the representations.

We hereby confirm to you that, under the circumstances of this matter, our current representation of Sprint Nextel would not adversely affect our representation of and our relationship with Rockdale and that our professional judgment on your behalf will not be adversely affected by our responsibilities to Sprint Nextel.

No HK attorney who (a) is providing legal services to Rockdale, or (b) has previously provided legal services to Rockdale and is in possession of confidences or secrets of Rockdale relevant to the Transaction, will provide legal services to Sprint Nextel. Similarly, no HK attorney who is providing legal services to Sprint Nextel will concurrently provide legal services to Rockdale relevant to the Transaction.

will not pay costs or fees for representation before the FCC, or for curing existing license deficiencies, such costs would be outside the scope of this engagement and would be borne by the County.

Each month, we will provide the County with a detailed invoice containing dated time entries for each attorney and legal assistant, together with a description of services performed for each entry. The County will then review the invoice and forward each approved invoice to Sprint Nextel. Sprint Nextel will then directly pay us the approved invoice amount.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely,

HOLLAND & KNIGHT LLP

By: Rosalind K. Allen
Rosalind K. Allen

Enclosure

Approved this 14 day of ^{April} ~~March~~ 2006.

Rockdale County Board of Commissioners

By: Roy J. Middlebrooks
Chairman Roy Middlebrooks

Rosalind K. Allen
202 419 2415
rosalind.allen@hklaw.com

**PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

March 10, 2006

Carolyn Hunter, Director
Rockdale County 911
2120 Farmer Road
Conyers, GA 30012

Re: Engagement as Counsel

Dear Carolyn:

Thank you for retaining Holland & Knight LLP ("H&K") to represent Rockdale County 911 ("County") in connection with ensuring successful completion of the 800 MHz public safety configuration process. Our engagement will comprise the following tasks:

1. Work with the County to prepare a formal Statement of Work and submit it to Sprint Nextel Corporation ("Sprint Nextel") and the Transition Administrator, together with a completed Request for Planning Funding Form ("RFPF").
2. Negotiate on behalf of the County a Planning Funding Agreement with Sprint Nextel (in letter form) to cover the costs of a) completing an inventory of network equipment and infrastructure, b) defining the interoperability environment for the County's network, including mutual aid channels, c) preparing a cost estimate for reconfiguration and d) negotiating and finalizing a Frequency Reconfiguration Agreement ("FRA") with Sprint Nextel.
3. Respond on an as-needed basis to County requests for information, interpretation and/or analysis regarding applicable FCC precedents, rules and processes.
4. Prepare a formal Statement of Work for the entire 800 MHz reconfiguration process, and negotiate, perform due diligence and finalize an FRA.
5. Work with the County to ensure that implementation of the reconfiguration proceeds according to the terms and conditions of the FRA. Specific elements of this task could potentially include further negotiations with Sprint Nextel, and mediation before the Transition Administrator to ensure that all benefits derived by the County from its public safety network remain intact post-reconfiguration. If the negotiation or implementation of the County's FRA is

referred to the FCC for resolution, or if lobbying or other public policy advocacy is requested, the County would be responsible for payment of H&K's fees and costs, which would not be reimbursable by Sprint Nextel.

6. In the event of interference experienced during or after reconfiguration, assist the County with the FCC-prescribed reporting process to obtain a resolution within 24 hours.

Our engagement begins as of the date that this letter is completely executed. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies. The provisions in the terms of engagement regarding payment of fees and costs do not apply to this matter, as the fees and costs will be covered by Sprint Nextel (as discussed further below).

Our practice is to utilize the appropriate mix of senior and junior attorneys, as well as legal assistants, to accomplish any given task at the necessary level of quality but at the lowest cost to the client. We do not "overstaff" matters. Accordingly, matters which could be handled competently by associates or legal assistants at lower rates would be, but in all cases such work would be supervised and reviewed by experienced attorneys. Consistent with our discussions, Roz Allen will manage the project and she will be assisted by associate attorney Amy Mushahwar. Ms. Allen's time is charged at \$440/hour. Ms. Mushahwar's time is charged at \$180/hour. The charge for legal assistant services would be \$140 - \$190/hour.

Consistent with our description of this engagement, we will give priority to negotiating a Planning Funding Agreement between the County and Sprint Nextel. As part of that Agreement, we would request that Sprint Nextel directly pay our monthly charges for legal services during the planning and negotiation phase. Payment of legal services during the remainder of the 800 MHz reconfiguration process would be governed by the frequency reconfiguration agreement we will negotiate on behalf of the County, and will also require Sprint Nextel to pay us directly for legal services. Sprint Nextel will pay those legal fees that are reasonable and necessary to incur in connection with reconfiguration of a system. The actual legal fee will be the time expended on this matter by our attorneys and paralegals, at their hourly rates as quoted above, and as set forth in statements provided to the County for review purposes. Under no circumstances will the County be billed for services, as outlined above, beyond whatever amounts are funded by Sprint Nextel. Specifically excluded from the scope of this agreement are any costs and fees for H&K's representation of the County in a mediation referred to the FCC. Also excluded from the scope of this agreement are any costs and fees for H&K's representation of County in regard to correcting problems or deficiencies (if any) for existing County FCC licenses. As Sprint Nextel

HK will preserve the confidences and secrets of each of Rockdale and Sprint Nextel. As a precaution, no HK attorney providing legal services to Rockdale in connection with the Transaction shall discuss the Transaction with any HK attorney who (a) is providing legal services to Sprint Nextel, or (b) has previously provided legal services to Sprint Nextel and is in possession of confidences or secrets of Sprint Nextel relevant to the Transaction. Similarly, no HK attorney who (a) is providing legal services to Rockdale or (b) has previously provided legal services to Rockdale and is in possession of confidences or secrets of Rockdale relevant to the Transaction shall discuss such representation with an HK attorney representing Sprint Nextel.

This waiver is specifically limited to the Transaction described herein, and does not in any way extend to cover or permit HK to represent either Rockdale or Sprint Nextel in any formal dispute resolution proceeding (i.e., arbitration or litigation) in connection with the Transaction.

We further confirm to you that we have sought and received a similar conflict waiver from Sprint Nextel.

Under these circumstances, if you agree that Holland & Knight LLP may undertake the concurrent representations of you and Sprint Nextel in the matter described above, and that you are waiving any objection to the conflict with respect to such concurrent representations, please indicate your consent and waiver by signing below. Also, please return the executed copy to me as soon as possible via facsimile, keeping a copy for your records. The facsimile number for the Washington, D.C. office is 202-955-5564.

Sincerely yours,

HOLLAND & KNIGHT LLP

By: Rosalind K Allen
Rosalind K. Allen

CONFLICT WAIVER

Rockdale County 911 hereby consents to and waives any objection to the conflict of interest in Holland & Knight LLP's concurrent representation of Sprint Nextel Corporation in the aforesaid circumstances.

Rockdale County Board of Commissioners

By: Roy G. Middlebrooks
Chairman Roy Middlebrooks

Dated: 4/14/06

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Fees and Billing

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the

fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The firm generally requires a retainer in an amount that is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual lawyer's activities on a matter in a single day is three-tenths of an hour.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Out-of-Pocket Expenses. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the

firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

Holland & Knight LLP has established and is the sole owner of Holland & Knight Consulting LLC which, in turn, is a partial owner of Corporate Integrity Services LLC ("CIS"), a limited liability company created to provide professional investigative services. If it is necessary or appropriate to hire investigators on your behalf, Holland & Knight LLP may retain CIS unless you direct otherwise. You may at any time review CIS's rates and compare them with the rates charged by other investigative entities.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation and that all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.