

**Amendment No. 2 to
Reconfiguration Planning Phase Agreement**

Motorola Solutions, Inc., formerly Motorola, Inc. (“Motorola”) and **San Bernardino County, California** (“Licensee”), by means of this amendment (the “Amendment No. 2”), hereby amend that certain Reconfiguration Planning Phase Agreement (the “RPPA”) that they previously entered into on or about December 5, 2006, and amended on or about August 28, 2007. This Amendment No. 2 is entered into with reference to the following factual recitals.

A. The FCC issued its Fifth Report and Order DA 13-586 on April 1, 2013, concerning reconfiguration of 800 MHz systems along the U.S.-Mexico border region.

B. Due to the significant passage of time since the RPPA was executed, the parties desire to amend the RPPA to ensure the Reconfiguration Planning Phase Services are brought current.

C. The Parties expect the remaining Reconfiguration Planning Phase Services (as set forth in Exhibit 1, the “Revised Statement of Work” attached to this Amendment No. 2) to be fully completed within one (1) year from the effective date of this Amendment No. 2.

Therefore, the Parties agree as follows:

1. There is hereby added the following additional language to Section 2.2 of the RPPA:

In addition, Motorola will perform all the remaining Reconfiguration Planning Phase Services, as set forth in Exhibit 1, the “Revised Statement of Work,” which is attached to Amendment No. 2. Motorola will designate a point of contact person.

2. Section 2.3 of the RPPA is amended and restated in its entirety as follows but only as it applies to the work to be performed under this Amendment No. 2 as described in the Revised Statement of Work:

2.3. LICENSEE RESPONSIBILITIES. Licensee will employ commercially reasonable efforts to assist Motorola in providing these Reconfiguration Planning Phase Services, and will provide reasonable access to Licensee’s equipment, facilities, personnel and relevant information, during Licensee’s normal working hours. Licensee will designate a point of contact person.

3. Section 2.4 of the RPPA is hereby deleted.

4. There is hereby added the following additional language to Section 3 of the RPPA:

The obligations of the respective Parties under this Agreement shall be suspended to the extent of, with respect to, and for the time the performance thereof is affected by a Force Majeure event. Upon the cessation of the Force Majeure event, the Parties shall become obligated to resume and continue performance of their respective obligations under the Agreement. Notwithstanding a Force Majeure event, the Parties shall diligently undertake all reasonable effort to perform this Agreement.

5. Section 4.1.1 of the RPPA is amended and restated in its entirety as follows:

4.1.1 Contract Price. The Contract Price for the Reconfiguration Planning Phase Services in U.S. dollars is \$279,500.00, an increase of \$84,500.00 from the prior amended contract price of \$195,000.00. The services to be provided for the additional \$84,500.00 are described in Exhibit 1 - the "Revised Statement of Work". Except for reimbursable travel and related expenses and any changes to the Reconfiguration Planning Phase Services caused by mutually executed change orders, this price is a firm, fixed price. The Contract Price excludes any sales or other taxes, all of which will be added to the invoices and paid except as exempt by law.

6. Section 4.1.2 of the RPPA is amended and restated in its entirety as follows:

4.1.2. Licensee Not Liable for Contract Price. Payment of the Contract Price and any applicable taxes is to come from Nextel, and if Nextel fails to pay Motorola, Licensee is not liable to pay Motorola the Contract Price or applicable taxes. Motorola agrees to accept direct payments from Nextel and apply these direct payments from Nextel to the Contract Price. Motorola's completion of the Reconfiguration Planning Phase Services will be indicated by Motorola's delivery to Licensee of a proposal for a Reconfiguration Implementation Phase Agreement ("RIPA") that is reasonably acceptable to Licensee to enable it to prepare its Cost Estimate and commence Frequency Reconfiguration Agreement ("FRA") negotiations with Nextel. Promptly after Motorola delivers to Licensee the RIPA proposal that is reasonably acceptable to Licensee, Licensee will sign an acceptance form. Motorola will provide to Nextel a copy of the RIPA proposal, a copy of the signed acceptance form, and an invoice for payment by Nextel. In addition, to promote efficiencies in completing Licensee's reconfiguration process, Motorola, Sprint Nextel and/or the TA may need to and is permitted to communicate with each other concerning the activities covered by the RPPA as amended by this Amendment No. 2, provided that no Licensee Confidential Information is exchanged.

7. Section 4.2.1 of the RPPA is amended and restated in its entirety as follows but only as it applies to the work to be performed under this Amendment No. 2 as described in the Revised Statement of Work.

4.2.1. Invoicing. Motorola will submit a correct invoice to Nextel, in accordance with the following pre-approved payment milestones: Nextel has prepaid 50% of the Contract Price and the remaining 50% of the Contract Price will be due upon delivery of the RIPA proposal per Section 4.1.2.

8. In the first sentence to Section 5.1 of the RPPA, thirty (30) days is hereby changed to ninety (90) days.

9. Section 5.2 of the RPPA is amended and restated in its entirety as follows:

5.2. **WARRANTY CLAIMS.** To assert a warranty claim, Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after the expiration of the warranty period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at no additional charge to Licensee) re-perform the Reconfiguration Planning Phase Services. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy.

10. The fifth sentence of Section 7 of the RPPA is amended and restated as follows:

If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party may have all rights under California law, including, without limitation, the right to terminate this Agreement and the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information.

11. There is hereby added the following new Section 11 to the RPPA:

Section 11 INDEMNIFICATION

- 11.1. INDEMNITY BY MOTOROLA. Subject to Section 5.4 of the RPPA, Motorola will defend at its expense and hold harmless Licensee against any claim, suit, demand, or cause of action brought by a third party against Licensee that is based on and to the extent it is caused by the negligence or willful misconduct of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, and which results in personal injury, death, or direct damage to tangible property ("Motorola Claim"). Motorola will indemnify Licensee from any liability, judgment, awards and damages resulting from a Motorola Claim and pay all losses, expenses or direct damages incurred by Licensee and caused by the Motorola Claim. The foregoing indemnity is conditioned on (i) Licensee giving Motorola prompt, written notice of any Motorola Claim, and providing to Motorola cooperation (and, if requested, reasonable assistance) in the defense of the Motorola Claim; and (ii) Motorola having sole control in the defense of the Motorola Claim and all negotiations for its settlement or compromise. Motorola will have no indemnity liability for the negligence or fault of Licensee, its other contractors, Nextel, or the TA, or any of their employees, agents or representatives. This section states the full extent of Motorola's general indemnification from liabilities that are in any way related to Motorola's performance under this Agreement. If a third party asserts a claim against both Parties, each Party will defend itself and will pay the claim to the extent of its percentage liability. For example, if the Parties have equal liability for the claim, they each will pay one-half of the amount plus their own defense costs.

12. Unless expressly amended by this Amendment, the RPPA remains in full force and effect.

This Amendment No. 2 is entered into by the Parties as of the last date indicated below.

Motorola Solutions, Inc.

By: _____
Name: David C. Nash
Title: SI Rebanding Lead
Date: _____

**Licensee
San Bernardino County**

By: _____
Name: Janice Rutherford
Title: Chair, Board of Supervisors
Date: _____

Reconfiguration Planning Phase Statement of Work (SOW)

Overview

This Statement of Work (Sections 1.0 through 14.0) describes the work associated with planning the reconfiguration of your 800 MHz radio communications system. It provides an overview of activities to be performed during the initial customer interview, the equipment assessment, and the execution of the design or planning phase of the rebanding project. This SOW is not a detailed reconfiguration specification and is not intended for use in a solicitation for services.

1.0 Performance Schedule

Motorola will begin the reconfiguration planning and schedule the project kick off meeting within 45 days after receipt of a signed Reconfiguration Planning Phase Agreement. During this meeting, both parties will develop and agree to a schedule of the planning work and delivery of the Reconfiguration Implementation Phase Proposal. Provided there are no significant delays it is estimated that planning work will be completed within six (6) months after the kickoff meeting.

2.0 Frequency Analysis

2.1 Combiner and Receiver Multicoupler Suitability

Motorola will evaluate the suitability of your existing combiner equipment impacted by rebanding. Some combiners can readily be adjusted to the new frequencies, but others cannot. Depending on the condition of the equipment, readjustment may not be possible without risking damage to the combiner. In addition, signal loss (decreased coverage) may occur if the new frequencies are spaced closer than the original frequencies. Combiner cable requirements also need to be considered based on the cutover plan.

Additionally, Motorola will analyze the impact the new frequency plan will have on your existing multi-coupler systems to determine if retuning or replacement is necessary.

Motorola will evaluate these potential issues as part of the combiner suitability assessment.

2.2 Intermodulation Study

Motorola will perform Intermodulation (IM) studies to identify possible harmful RF emissions and interactions at each of the sites impacted by rebanding. Motorola will provide a report with recommendations to you. If the proposed frequencies cannot be effectively used at the appropriate sites, Motorola will notify you.

Intermodulation studies are necessary in rebanding projects only under limited circumstances. An IM study for a site is appropriate if at least one of the three criteria, as noted in the table below, is present.

| Qualifying Scenarios | Suspected Yes/No | Site(s) Affected (if known) |
|--|---------------------|--------------------------------|
| Location with two or more co-site transmitters with potential to impair base station receivers. | Yes | Unknown |
| Licensee's fixed receive antenna is proximate to a transmitting antenna other than your own. | Yes | Unknown |
| Landlords or site managers of shared transceiver sites requiring an analysis of the IM environment as part of site agreements when changing frequencies. | Yes | Unknown |

3.0 **System Inventory**

3.1 **Infrastructure Inventory**

Motorola will conduct an inventory of your equipment. This inventory will be used to determine the suitability of the equipment and system design effort for rebanding.

Motorola understands the inventory and design effort will take place on an operational radio communications system and that unplanned interruptions to dispatch operations are not acceptable. Motorola, with its network of authorized service centers and/or third-party subcontractors, will use reasonable efforts to minimize disruption to dispatch operations. Any required changes to daily operations will be planned in advance and agreed upon by all applicable parties.

Preliminary information about your system inventory is listed in the System Description in Section 13.0 of this SOW. This information is based on Motorola's understanding of your system. The inventory services are limited to the equipment specifically affected by rebanding.

3.2 **Subscriber Inventory**

An inventory of subscriber radio devices must be prepared and reviewed to determine reconfiguration requirements. The purpose of the subscriber inventory is to determine what subscriber equipment is suitable for retuning, reprogramming or replacing. The accuracy and completeness of the subscriber inventory information is dependent on Customer inventory records and field access to the equipment.

For example, for determining what subscriber retuning work will be necessary, the inventory report will contain only generalized information such as subscriber unit counts, descriptions of radio models and families to determine proper programming equipment,

whether any frequency determining elements are applicable, and anticipated accessories. For determining what subscriber reprogramming work will be necessary, the inventory report will contain only generalized information such as unit counts of subscribers in each model and family (e.g., 25 ea XTS2500, 22 ea Astro Spectra radios, etc.) and the number of programming stations so the proper number and kind of Flash Kits may be specified and ordered.

For determining replacement of subscriber radio units, the inventory report will ordinarily contain only generalized information such as the number of units to be replaced and their corresponding “Comparable Facility” replacement radios. The inventory report may not contain all details needed such as battery type, whether mobile radio units are to be dash or remote mounted, cable length specifications, accessories, and other detailed information that requires validation for an efficient and effective implementation. Obtaining this more detailed information is intentionally postponed until the Reconfiguration Implementation Phase.

The inventory conducted in the Reconfiguration Planning Phase is general, is based upon samples and not a 100% physical inventory, and is not detailed. Therefore a high level inventory will be performed in the Reconfiguration Planning Phase but more detailed information about the replacement units must be gathered in the Reconfiguration Implementation Phase; that additional work will be described in the Statement of Work for implementation.

4.0 Engineering/Implementation Planning

4.1 Interoperability Planning

The interoperability requirements are included in the System Description in Section 13.0.

4.2 System Reconfiguration

Motorola will generate a Reconfiguration Design which will consist of at a minimum Cutover/Fall Plans and Baseline and Acceptance Test Plans.

○ Cutover and Fall-back Plan

- Motorola will develop the cut-over and fall-back plan to ensure consistent operation of all system functionality throughout the rebanding reconfiguration. The cutover plan details the process steps and timeline needed to change the current frequencies to the new rebanding frequencies. Where applicable, contingency planning required to effectively reband your system in the least disruptive manner will be provided.
- Review plans with San Bernardino County CA.

○ **Baseline and Acceptance Test Plan**

- Develop with your personnel the baseline and acceptance test plans to demonstrate comparable facility.
- Baseline Test Plan initial determination of infrastructure testing for system functionality prior to rebanding beginning.
- Acceptance Test Plan duplication of baseline test plan plus any additional functional testing customer required after rebanding.

4.3 Retune/Reprogram/Replace Determination

The 800 MHz fixed network equipment (FNE) and subscriber inventory must be audited to determine if upgrades are required to the software, hardware and firmware in order to support the new rebanding software. The assessment includes manufacturer information, software versions, system platform release versions and hardware configuration. Results of the suitability assessment and audit will determine what FNE will be retuned, reprogrammed or replaced. The effort to perform these actions will be determined once the equipment suitability is complete.

The evaluation of the network and subscriber inventory will provide a retune, reprogram, upgrade or replace decision for each piece of equipment in the system that is affected by rebanding.

Activities include:

- Formatting your inventory data for assessment
- Performing an engineering analysis of the assessment report
- Making the retune, replace or reprogram determination of subscriber inventory as outlined in paragraph 3.2 above.
- Generating the equipment list of required kits, software or upgrades required by each piece of equipment to be reconfigured.

5.0 Project Management

The Motorola Project Manager will oversee the project plan for the rebanding planning effort to ensure a smooth execution of all deliverables. The Project Manager will participate in all major activities associated with the reconfiguration planning activities described in this Statement of Work.

The Project Manager will coordinate with your project manager as well as Motorola subcontractors participating in this work to keep this effort within the agreed upon schedule. Activities such as project meetings, obtaining and evaluating subcontractor

quotes, and monitoring subcontractor and project team performance will be performed by the Motorola Project Manager.

6.0 San Bernardino County CA Scheduling and Access Requirements

For Motorola to effectively perform its planning phase work, San Bernardino County CA must provide Motorola with access to the sites, radio equipment, personnel and information. Motorola will perform its work during normal working hours; typically 8:00am to 5:00pm, Monday through Friday. However, it may be required to perform the fixed inventory work at other times. If this is required, Motorola will work with you on a mutually agreeable timeframe. Working with San Bernardino County CA to ensure optimum cooperation will be essential to effectively and efficiently execute the rebanding project.

San Bernardino County CA must provide reasonable access to all remote site locations where fixed station equipment is located. Any escort-required locations must be coordinated in advance by San Bernardino County CA to facilitate access to restricted areas. Any required identification cards must be provided by San Bernardino County CA to rebanding personnel as needed to work in any area in which an authorized ID card is required.

7.0 Motorola Engineering & Technical Services

Throughout the effort required to correctly assess the system requirements for rebanding, Motorola's field and systems engineering resources will be involved. In addition, many of Motorola's product organizations and upgrade operations team will support the project with specific knowledge on products and procedures to ensure the success of the project.

8.0 Local Service Support

Motorola will utilize its authorized service center network and/or approved third party subcontractors to assist in Reconfiguration Planning Phase inventory and evaluation of fixed infrastructure and other related system equipment.

9.0 Notification and Conditions for Work

Motorola will notify San Bernardino County CA's assigned point of contact a minimum of five (5) business days prior to starting any site work on the system. Motorola will commence work at the designated location only after San Bernardino County CA has notified Motorola with instructions to proceed. Whenever possible, prior notification of at least 24 hours will be given when expected disruptions are to occur.

10.0 Motorola and San Bernardino County CA Responsibilities

Motorola Responsibilities

Motorola will be responsible for the following:

- Providing a designated Project Manager to coordinate all the resources and work to be performed by Motorola and to be the primary point of contact for San Bernardino County CA.
- Scheduling project meetings with San Bernardino County CA at the project's start, executing project contract deliverables, and coordinating ensuing project activities with all Motorola and San Bernardino County CA resources.
- Providing engineering services in designing the agreed upon deliverables as developed in this proposal.
- Providing San Bernardino County CA with regular schedule and progress updates.
- Motorola will provide a detailed design and transition rebanding plan.

San Bernardino County CA Responsibilities

San Bernardino County CA will be responsible for the following:

- Upon receipt, provide Motorola with a full copy of the Transition Administrator's Frequency Proposal Report (FPR) for the affected licenses.
- San Bernardino County CA may be required to provide vehicles with installed mobile radios for inspection or audit during the inventory process.
- San Bernardino County CA will be responsible for providing an adequate quantity of subscriber units per day until the inventory process is completed.
- Provide adequate shelter, space, heat, light and power at the customer facilities listed above to perform the subscriber inventory.

11.0 Risks

Motorola is committed to mitigating all known risks and will engage San Bernardino County CA whenever situations are identified in which a significant risk situation presents itself. A decision will be jointly made between Motorola and San Bernardino County CA to consider the options and establish a mutually agreeable solution.

There are risks associated with the rebanding work affecting the equipment. It is conceivable that a particular piece of equipment can be functional at the time of inventory

but when taken off line to have board or software versions read and confirmed that failures may occur when re-initializing the unit. Motorola will make every effort to ensure that any failure occurring in this situation be rectified immediately. In some cases adequate spares may not be available and could lead to a prolonged outage of equipment while obtaining replacement parts. If the system in question is currently under a full on-site and repair service agreement with Motorola, any resolution to correct the failure will be covered under that agreement. If the equipment involved is not covered under a Motorola Service Agreement, resolution to correct the failure and restore the equipment will be discussed with you. If Motorola is asked to restore the equipment, Motorola will seek material and labor reimbursement directly from Sprint Nextel via a Repair Change Order.

12.0 San Bernardino County CA Acceptance

When Motorola delivers a RIPA proposal to you that is reasonably acceptable, this will allow you to prepare your Reconfiguration Cost Estimate and commence Frequency Reconfiguration Agreement negotiations with Nextel. Also at the time of your RIPA proposal delivery, Motorola will provide a certificate of acceptance document for your signature. This certificate acknowledges that all the effort necessary in identifying the detailed requirements and plans to reband the San Bernardino County CA 800 MHz system has been completed.

13.0 System Description

Call Signs and Frequencies in Operation at ALL sites

| TX | RX | Call Sign | TX | RX | Call Sign | TX | RX | Call Sign |
|-----------|-----------|------------------|-----------|-----------|------------------|-----------|-----------|------------------|
| 858.7250 | 813.7250 | WNNB563 | 866.1125 | 821.1125 | WNSS334 | 856.8500 | 811.8500 | WPMC676 |
| 859.7250 | 814.7250 | WNNB563 | 866.1625 | 821.1625 | WNSS334 | 858.2750 | 813.2750 | WPMC676 |
| 860.2500 | 815.2500 | WNNB563 | 866.3375 | 821.3375 | WNSS334 | 859.4250 | 814.4250 | WPMC676 |
| 860.4750 | 815.4750 | WNNB563 | 866.3625 | 821.3625 | WNSS334 | 860.4250 | 815.4250 | WPMC676 |
| 868.1125 | 823.1125 | WNNB563 | 866.3875 | 821.3875 | WNSS334 | 854.8375 | 809.8375 | WPNW306 |
| 857.4500 | 812.4500 | WNNB565 | 866.6125 | 821.6125 | WNSS334 | 854.9125 | 809.9125 | WPNW306 |
| 858.4750 | 813.4750 | WNNB565 | 866.6375 | 821.6375 | WNSS334 | 855.1875 | 810.1875 | WPNW306 |
| 855.7250 | 810.7250 | WNNB566 | 866.6625 | 821.6625 | WNSS334 | 855.4125 | 810.4125 | WPNW306 |
| 859.4750 | 814.4750 | WNNB566 | 866.8375 | 821.8375 | WNSS334 | 855.4375 | 810.4375 | WPNW306 |
| 860.4500 | 815.4500 | WNNB566 | 866.8875 | 821.8875 | WNSS334 | 855.5875 | 810.5875 | WPNW306 |
| 855.2250 | 810.2250 | WNNB567 | 867.1125 | 822.1125 | WNSS334 | 855.6125 | 810.6125 | WPNW306 |
| 856.4500 | 811.4500 | WNNB567 | 867.1375 | 822.1375 | WNSS334 | 855.6625 | 810.6625 | WPNW306 |
| 857.9750 | 812.9750 | WNNB567 | 867.1625 | 822.1625 | WNSS334 | 855.8625 | 810.8625 | WPNW306 |
| 858.2500 | 813.2500 | WNNB567 | 867.1875 | 822.1875 | WNSS334 | 856.8125 | 811.8125 | WPNW306 |
| 858.9500 | 813.9500 | WNNB567 | 867.3625 | 822.3625 | WNSS334 | 857.3625 | 812.3625 | WPNW306 |
| 859.9750 | 814.9750 | WNNB567 | 867.3875 | 822.3875 | WNSS334 | 857.8125 | 812.8125 | WPNW306 |
| 854.9750 | 809.9750 | WNNB570 | 867.4125 | 822.4125 | WNSS334 | 858.3875 | 813.3875 | WPNW306 |
| 856.2250 | 811.2250 | WNNB570 | 867.6125 | 822.6125 | WNSS334 | 858.7875 | 813.7875 | WPNW306 |
| 857.2250 | 812.2250 | WNNB570 | 867.6375 | 822.6375 | WNSS334 | 858.8375 | 813.8375 | WPNW306 |
| 858.7500 | 813.7500 | WNNB570 | 867.6625 | 822.6625 | WNSS334 | 859.3875 | 814.3875 | WPNW306 |
| 855.3750 | 810.3750 | WNNB573 | 867.6875 | 822.6875 | WNSS334 | 859.8125 | 814.8125 | WPNW306 |
| 851.5000 | 806.5000 | WNNB574 | 867.8625 | 822.8625 | WNSS334 | 859.8375 | 814.8375 | WPNW306 |
| 853.4500 | 808.4500 | WNNB574 | 867.8875 | 822.8875 | WNSS334 | 859.9125 | 814.9125 | WPNW306 |
| 856.4250 | 811.4250 | WNNB574 | 867.9125 | 822.9125 | WNSS334 | 860.2875 | 815.2875 | WPNW306 |
| 855.4750 | 810.4750 | WNNB575 | 868.1375 | 823.1375 | WNSS334 | 860.8125 | 815.8125 | WPNW306 |
| 858.4500 | 813.4500 | WNNB575 | 868.1625 | 823.1625 | WNSS334 | 860.8375 | 815.8375 | WPNW306 |
| 859.4500 | 814.4500 | WNNB575 | 868.1875 | 823.1875 | WNSS334 | 866.5750 | 821.5750 | WPPB324 |
| 859.9500 | 814.9500 | WNNB575 | 868.3375 | 823.3375 | WNSS334 | 866.9500 | 821.9500 | WPPB324 |
| 866.1500 | 821.1500 | WNNB575 | 868.3625 | 823.3625 | WNSS334 | 867.0750 | 822.0750 | WPPB324 |
| 866.3750 | 821.3750 | WNNB575 | 868.3875 | 823.3875 | WNSS334 | 867.5750 | 822.5750 | WPPB324 |
| 866.4375 | 821.4375 | WNNB575 | 868.4125 | 823.4125 | WNSS334 | 867.9500 | 822.9500 | WPPB324 |
| 866.8625 | 821.8625 | WNNB575 | 868.6125 | 823.6125 | WNSS334 | 868.0750 | 823.0750 | WPPB324 |
| 866.9125 | 821.9125 | WNNB575 | 868.6625 | 823.6625 | WNSS334 | 856.2500 | 811.2500 | WPPH811 |
| 867.3750 | 822.3750 | WNNB575 | 868.8375 | 823.8375 | WNSS334 | 857.2500 | 812.2500 | WPPH811 |
| 867.6750 | 822.6750 | WNNB575 | 868.6875 | 823.6875 | WNSS335 | 856.9500 | 811.9500 | WPPH811 |
| 868.1250 | 823.1250 | WNNB575 | 866.1875 | 821.1875 | WNSS337 | 859.2250 | 814.2250 | WPPH811 |
| 868.6375 | 823.6375 | WNNB575 | 866.6875 | 821.6875 | WNSS337 | 866.4000 | 821.4000 | WQEE773 |

| TX | RX | Call Sign | TX | RX | Call Sign | TX | RX | Call Sign |
|----------|----------|-----------|----------|----------|-----------|----------|----------|-----------|
| 868.8875 | 823.8875 | WNNB575 | 867.3375 | 822.3375 | WNSS337 | 867.7000 | 822.7000 | WQEE773 |
| 868.9375 | 823.9375 | WNNB575 | 867.8375 | 822.8375 | WNSS337 | 859.4375 | 814.4375 | WQLE837 |
| 856.7250 | 811.7250 | WNNB575 | 868.8625 | 823.8625 | WNSS337 | 859.2375 | 814.2375 | WQPE334 |
| 857.9500 | 812.9500 | WNNB575 | 868.9125 | 823.9125 | WNSS337 | 866.3500 | 821.3500 | WQRB505 |
| 866.1375 | 821.1375 | WNNB575 | 866.4750 | 821.4750 | WPIX528 | 866.6750 | 821.6750 | WQRB505 |
| 866.4125 | 821.4125 | WNNB575 | 866.9750 | 821.9750 | WPIX528 | 867.3500 | 822.3500 | WQRB505 |
| 856.4750 | 811.4750 | WNNB578 | 867.4750 | 822.4750 | WPIX528 | 868.1000 | 823.1000 | WQRB505 |
| 860.2250 | 815.2250 | WNNB578 | 867.9750 | 822.9750 | WPIX528 | 868.6500 | 823.6500 | WQRB505 |
| 860.9500 | 815.9500 | WNNB578 | 868.4750 | 823.4750 | WPIX528 | 868.9000 | 823.9000 | WQRB505 |
| | | | 856.2750 | 811.2750 | WPMC676 | | | |

System Description

| | | |
|---|----------------|----------------|
| Type of Technology | SIMULCAST | DATATAC |
| Quantity of Sites | 53 | 20 |
| Number of Sites impacted by Rebanding | 53 | Not applicable |
| Total quantity of base stations / Repeaters | 535 | Not applicable |
| Number of Control Channels impacted by Rebanding | 48 | Not applicable |
| Number of Failsoft Channels impacted by Rebanding | 101 | Not applicable |
| Number of subscriber units on impacted Failsoft Channels | 16000 | Not applicable |
| Quantity of Dispatch Centers | 24 | Not applicable |
| Quantity of Remote Operator Positions | 127 | Not applicable |
| Quantity of Local Operator Positions | | Not applicable |
| Quantity of Transmit Combiners per system | 95 | 0 |
| What is the transmitter combining scheme? | Not applicable | Not applicable |
| Quantity of Mobiles in the system | 6000 | 300 |
| Quantity of Portables in the system | 9600 | Not applicable |
| Quantity of Control Stations | 400 | Not applicable |
| BDAs in use | 20 | 7 |
| No. of Receive Multicouplers / Tower Mounted Amplifier Sub-Systems | 106 | 0 |
| For Voice Systems - No. of Controllers For DataTAC - No. of RNCs | 41 | 1 |
| For DataTAC Systems - No. of WNGs | Not applicable | 0 |
| For DataTAC Systems - No. of API/CAD Links | Not applicable | 7 |

Subsystem Descriptions

| | | |
|--|----------------|----------------|
| MOSCAD Fire Alerting/Waste Water Mgt/Other Apps: | 2 | Not applicable |
| Enter the # of radio linked MOSCAD RTUs and Centrals | 90 | Not applicable |
| Underground subsystem networks: | Not applicable | Not applicable |
| Other: | Not applicable | Not applicable |

Interoperability Descriptions

| | |
|--|--|
| Adjacent jurisdictions / other licensees with interoperable agreements with this system owner. Quantities of radios in use on the adjacent system impacted by the change of frequencies on this system | To be determined |
| Any additional information that is relevant for retuning the system. | San Bernardino County, CA operates 4 trunked SmartNet simulcast systems on 21 sites, one Smartnet voting system and 8 stand alone trunked SmartNet systems. this system will be replaced by a new trunked two site simulcast system. The County has 65 conventional repeaters located at 32 sites. |

Other non-licensee users on the system & subscriber quantities

To be determined

System Inventory

This is a customer provided, non-audited, inventory estimate.

| | Simulcast | DataTAC |
|---|-----------|----------------|
| Total number of Tx/Rx sites in the system | 53 | Not applicable |
| Total number of Rx sites in the system | 0 | Not applicable |
| Total number of Simulcast Base Stations / Repeaters in System to be rebanded | 470 | Not applicable |
| Total number of Conventional Base Stations / Repeaters in System to be rebanded | 65 | 20 |
| Total Number of Rx only stations in System | 0 | Not applicable |
| Total number of Transmit Combiners in System | 95 | Not applicable |
| Number of Antennas that need replaced | 148 | Not applicable |
| Number of controllers in the system | 41 | Not applicable |
| Total number of Tx Combiner Post filters to be replaced | 0 | Not applicable |
| Total number of Rx Multicouplers in System | 53 | Not applicable |
| Number of CEBs in the system | 13 | Not applicable |
| Total number of local operator positions in the system | 0 | Not applicable |
| Total number of remote operator positions in the system | 127 | Not applicable |
| Total number of dispatch centers | 24 | Not applicable |
| Number of control stations | 490 | Not applicable |
| Number of mobiles | 6000 | 300 |
| Number of portables | 9600 | Not applicable |
| Number of Interoperability Users - Subscribers | 0 | 0 |
| Total number of BDA's in the system | 20 | Not applicable |
| Total number of Management Terminals | 23 | Not applicable |
| Total number of Subscriber Programming Templates | 160 | Not applicable |
| Total Number of Stations on ALL sites for IM/TNRD Study | 535 | Not applicable |

14.0 Deliverables

As the result of the planning phase work described in this document Motorola will produce a proposal for the reconfiguration implementation phase work by means of an offered RIPA. This RIPA proposal, once accepted by San Bernardino County CA, will describe the equipment, software and services that Motorola will provide for system reconfiguration to the replacement frequencies. This RIPA proposal and the identified price for Motorola's reconfiguration work should be used as part of your Cost Estimate to Sprint Nextel and the TA.

The proposal will include the following:

| Deliverables | Description |
|--------------------------------|---|
| Suitability Assessment Results | SAIR Suitability Assessment Impact Report |
| Cutover Plan | Fixed Network Equipment Rebanding Plan |
| Equipment List | Replacements Subscribers, FNE, Flash Kits, etc. |
| Scope of Work | Motorola scope for Rebanding the system |
| Frequency Analysis | Combiner Analysis; IM study |
| Preliminary Project Schedule | PDF of a MS Project Gantt chart |

CERTIFICATE OF COMPLETION FOR PLANNING PHASE WORK

Licensee Name: San Bernardino County CA

Deal Number: DL8910428388

San Bernardino County CA agrees that by signing below, the proposed Reconfiguration Implementation Phase Agreement has been received by the Licensee and Motorola's Reconfiguration Planning Phase work has been completed.

Licensee Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____