

**Jade Henderson-Legal Analyst**  
**Sprint Nextel**  
 12502 Sunrise Valley Drive, VARESA02-2D334  
 Reston, Virginia 20196  
 Office: (703) 592-5043 Fax: (703) 433-4483

November 14, 2011

VIA FEDERAL EXPRESS

Utah Communications Agency Network  
 Attn: Steve Proctor, Executive Director  
 5360 South Ridge Village Drive  
 Salt Lake City, UT 84118  
 Phone: 801-840-4242

And

Tooele County  
 Attn: Colleen Johnson  
 47 S. Main Street  
 Tooele, UT 84074  
 Phone: 435-843-3100

Nextel West Corp. ("Nextel")/ Utah Communications Agency Network  
 ("Incumbent"), Tooele County ("Tooele County")  
**Closing of Frequency Reconfiguration Agreement ("Agreement")**

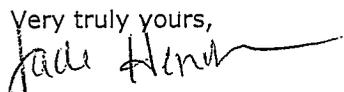
Dear Mr. Proctor and Ms. Johnson:

The reconfiguration of frequencies pursuant to the Agreement between Incumbent and Nextel was recently completed by the FCC. We now wish to close out our transaction with you. Enclosed please find two copies of documents listed below for your signature that is required to close the Agreement ("Closing Documents").

Document	Comment
Mutual Assignment of FCC Licenses/ Reconfiguration Certification	Acts as the instrument of mutual exchange and assignment of licenses and equipment. Documents costs paid to Incumbent under the Agreement
Closing Certificates	Confirms the representations and warranties of all parties contained in the executed Frequency Reconfiguration Agreement, as of the Closing Date.
Transition Administrator Certification	Required that the Transition Administrator receive certification that the reconciliation for Utah Communications Agency Network-Tooele County is complete under FCC 04-168 Paragraph 198.

Please sign and date the Closing Documents and return them via overnight mail to Jade Henderson, Legal Analyst, Sprint Nextel Corp., 12502 Sunrise Valley Drive, VARESA02-2D334, Reston, VA 20196. Upon receipt of the Closing Documents, a Nextel officer will execute the documents, and I will return a complete original of the fully-signed Closing Documents to you for your records.

Please contact me at (703) 592-8080 if you have any questions regarding the Closing Documents or closing process. We look forward to closing this transaction with you.

Very truly yours,  
  
 Jade Henderson  
 Legal Analyst

Enclosures

## MUTUAL ASSIGNMENT OF FCC LICENSES

### RECONFIGURATION CERTIFICATIONS

A. **Utah Communications Agency Network** ("Incumbent"), a Quasi-state agency organized under the laws of the State of Utah, **Tooele County** ("Tooele County"), a political subdivision of the State of Utah ("Tooele County"), and **Nextel West Corp.**, a wholly owned indirect subsidiary of Nextel Communications, Inc., have entered into a Frequency Reconfiguration Agreement ("Agreement"), dated July 6, 2007 for the reconfiguration of Incumbent's 800 MHz system which includes the assignment by Incumbent to Nextel of certain 800 MHz frequencies previously licensed to Incumbent (the "Incumbent Frequencies") and the creation or assignment by Nextel to Incumbent of certain 800 MHz frequencies previously licensed to Nextel (the "Replacement Frequencies").

B. Incumbent and Nextel have applied for and received the Federal Communications Commission ("FCC") approvals as required under the Agreement for the assignment of the Incumbent Frequencies and Replacement Frequencies;

NOW, THEREFORE:

1. Incumbent has caused the assignment of the Incumbent Frequencies identified on the attached Schedule A to Nextel or has caused the deletion of the Incumbent Frequencies from the Incumbent Licenses (as defined in the Agreement). Nextel accepts such assignment and assumes responsibility as licensee from and after the date hereof.

2. Nextel or Incumbent has caused the modification of the Incumbent Licenses to add the Replacement Frequencies and/or Nextel has caused the creation of a new FCC license for Incumbent that includes the Replacement Frequencies as identified on the attached Schedule B. Incumbent accepts this grant/assignment and assumes responsibility as licensee from and after the date hereof.

3. Nextel has caused the modification and/or cancellation of the FCC licenses it holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC.

4. Incumbent agrees that all necessary work contemplated by the Agreement to reconfigure Incumbent's facilities has been satisfactorily completed.

5. Incumbent has requested payment from Nextel, either as part of Incumbent's initial Cost Estimate (Schedule C of the Agreement) or as changes thereto submitted pursuant to Section 8 of the Agreement, of the Actual Costs Incumbent reasonably incurred or paid in connection with the reconfiguration of its system from the Incumbent Frequencies to the Replacement Frequencies and that Incumbent believes Nextel is obligated to pay under the Order.

Utah Communications Agency Network-Tooele County  
Frequency Reconfiguration Agreement  
Closing

6. Nextel and Incumbent agree to the following calculations related to the Actual Costs and agree to the delivery of the remaining payment or refund as outlined below (in accordance with Incumbent's payment instructions or Nextel's payment instructions (as the case may be)):

Total Actual Costs of Reconfiguration:	\$0.00
Less: Advance Payment	(\$0.00)
Less: Vendor Payments (if applicable)	(\$0.00)
Remaining Payment (as of the date on the signed Reconciliation Statement) due to Incumbent prior to the Closing Date:	\$0.00
Refund (as of the date on the signed Reconciliation Statement) due to Nextel prior to the Closing Date: (if applicable)	\$0.00

7. Incumbent agrees that the total amount that will be paid by Nextel to Incumbent for the reconfiguration of Incumbent's facilities from the Incumbent Frequencies to the Replacement Frequencies is \$0.00 and is equal to the Actual Costs Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's facilities.

8. Prior to the Closing Date, or upon receipt of the Remaining Payment due to Incumbent or Refund due to Nextel (as outlined in the table above), Incumbent agrees that Nextel does not owe Incumbent any additional amount for the reconfiguration of Incumbent's facilities pursuant to the Agreement.

9. Incumbent has delivered to Nextel and Nextel has provided to Incumbent all equipment required to be delivered or provided as identified on the attached Schedule D.

10. Nextel does hereby grant, deliver, exchange, transfer, convey and assign the Nextel Replacement Equipment to Incumbent its successors and assigns.

11. Incumbent does hereby grant, deliver, exchange, transfer convey and assign the Nextel Replaced Equipment to Nextel.

(Signature pages follow)

IN WITNESS WHEREOF, Nextel and Incumbent have caused this **MUTUAL ASSIGNMENT OF FCC LICENSES/ RECONFIGURATION CERTIFICATION** to be executed as of the dates set forth below.

**INCUMBENT:**  
Utah Communications Agency Network

**NEXTEL:**  
Nextel West Corp.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Patricia C. Tikkala

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

Title: Authorized Signatory

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

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

**TOOELE COUNTY:**

By: Colleen Johnson

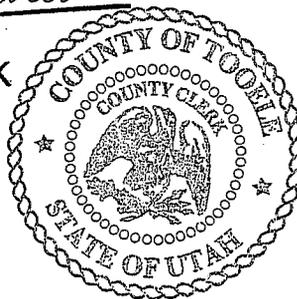
Name: COLLEEN JOHNSON

Title: COMMISSIONER

Date: 6 Dec 11

**ATTEST:**

Marilyn K. Gillette  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK



**MUTUAL ASSIGNMENT OF FCC LICENSES**

**RECONFIGURATION CERTIFICATIONS**

**SCHEDULE A**

**Incumbent Frequencies**

**Incumbent's Name:** Utah Communications Agency Network-Tooele County

**Incumbent Assigns to Nextel:**

<b>CALLSIGN</b>	<b>Frequencies</b>	<b>Licensee</b>	<b>Location</b>	<b># of Frequencies</b>	<b>Issue Date</b>	<b>Lat (N)</b>	<b>Long (W)</b>
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Replacing Mobile/Portable Equipment only – No Call Signs directly related to this agreement.

**MUTUAL ASSIGNMENT OF FCC LICENSES**

**RECONFIGURATION CERTIFICATIONS**

**SCHEDULE B**

**Replacement Frequencies**

**Incumbent's Name:** Utah Communications Agency Network-Tooele County

**Nextel Assigns to Incumbent:**

<b>Replacement Frequencies</b>	<b>Lat (N)</b>	<b>Long (W)</b>	<b>ERP (W)</b>	<b>Gnd Elev (ft)</b>	<b>Ant. Height (ft)</b>	<b>New Licensee</b>	<b>Location</b>
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Replacing Mobile/Portable Equipment only – No Call Signs directly related to this agreement.

**MUTUAL ASSIGNMENT OF FCC LICENSES**

**RECONFIGURATION CERTIFICATIONS**

**SCHEDULE C**

Intentionally Omitted

**MUTUAL ASSIGNMENT OF FCC LICENSES**

**RECONFIGURATION CERTIFICATIONS**

**SCHEDULE D**

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

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

Quantity	Description	Radio Software	Encryption	Model Number
415	Portable Radio Kits (Each standard kit to include radio, rapid charger, and two batteries)	SmartZone		XTS2500 III RB
415	Special Conditions Discount #1 *			
7	Multi Unit Chargers			WPLN4108R
245	Remote Speaker Mic			NMN6163
380	Leather Carrying Case (2.5")			NTN4116
356	XTL2500RB Rebanding Radio (26 Control Stations, 12 Dual Control, 10 remote, 308 dash)	SmartZone		XTL2500RB
356	Special Conditions Discount #1 *			
14	Control Station Power Supply			G91
26	Control Station Operation			W665
25	Lightweight Boom Mic			NMN6246
12	Dual Control Hardware/Software			GA00092
12	Palm Microphone			W22
11	Dual Control Head Cable - 17'			G826
1	Dual Control Head Cable - 30'			HKN6168
12	7.5 Watt Speaker			B18
26	No Antenna			G89

\*Note: *Special Conditions Discount #1* signifies that Motorola may require Incumbent to be responsible for paying part of the cost of the radio & options, and that Nextel shall not be liable for any such cost that Incumbent is responsible for. Incumbent is solely responsible for negotiating the amount of any such cost with Motorola.

2) 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
380	EFJ Portable Radios (each with antenna, and at least one battery)	SmartZone			7780 242-77805-A509J
35	EFJ Portable Radios (each with antenna, and at least one battery)	SmartZone			5100 242-5183-810-FH
380	Single Unit Rapid Chargers				505-5020-021
35	Single Unit Rapid Chargers				505-5020-020
245	Remote Speaker Mic				589-0015-047 -0042
380	Leather Carrying Case				585-5000-052
7	Multi Unit Charger				888-3505-001
26	EFJ5300 Mobile Control Station	Smart Zone			242-5387-001
14	Power Supplies				
14	Base Tray				
10	EFJ9880 Mobile Remote Mount (each with control head and microphone)	Smart Zone		Remote	242-9883-503A
12	EFJ5300 Mobile Dual Control Head (each with control heads and microphones)	Smart Zone		Dual Control	242-5387-001
31	EFJ5300 Mobile Dash Mount (each with microphone)	Smart Zone		Dash	242-5387-001
277	EFJ9880 Mobile Dash Mount (each with microphone)	Smart Zone		Dash	242-9883-503A
25	EFJ7780 Boom Mic				589-0015-048

**CLOSING CERTIFICATE OF UTAH COMMUNICATIONS AGENCY NETWORK-  
TOOELE COUNTY**

I do hereby certify of behalf of **Utah Communications Agency Network** ("Incumbent"), a Quasi-state agency organized under the laws of the State of Utah, **Tooele County** ("Tooele County"), a political subdivision of the State of Utah ("Tooele County"), that:

1. Incumbent is a corporation or other entity, and the undersigned is a duly appointed and acting officer or authorized signatory of Incumbent.

2. Incumbent has in all material respects complied with, satisfied and performed all obligations and conditions under the Frequency Reconfiguration Agreement (the "Agreement") dated July 6, 2007, by and between Incumbent and **Nextel West Corp.**, a wholly-owned indirect subsidiary of Nextel Communications, Inc., a Delaware corporation ("Nextel"), required to be complied with, satisfied or performed by Incumbent on or prior to the date set forth below including but not limited to the "Closing Conditions" as set forth in the Agreement.

3. All the representations and warranties made by Incumbent in the Agreement are true and correct with respect to Incumbent as of the date set forth below.

IN WITNESS WHEREOF, Incumbent has caused this CLOSING CERTIFICATE to be executed as of the date set forth below.

**INCUMBENT:**  
**Utah Communications Agency Network**

By: \_\_\_\_\_

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

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

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

Tooele County:

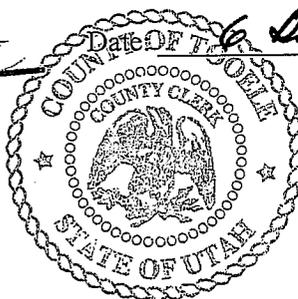
By: Colleen Johnson

Name: COLLEEN JOHNSON

Title: COMMISSIONER

**ATTEST:**

Marilyn K. Gillette  
**MARILYN K. GILLETTE**  
**TOOELE COUNTY CLERK**



Date of Tooele: 6 Dec 11

**CLOSING CERTIFICATE OF NEXTEL WEST CORP.**

I do hereby certify on behalf of **Nextel West Corp.**, a wholly-owned indirect subsidiary of Nextel Communications, Inc., a Delaware corporation ("Nextel"), that:

1. Nextel is a corporation or other entity and the undersigned is a duly appointed and acting officer or authorized signatory of Nextel.
  
2. That Nextel has in all material respects complied with, satisfied or performed all obligations and conditions under that certain Frequency Reconfiguration Agreement (the "Agreement"), dated July 6, 2007, by and between Nextel and **Utah Communications Agency Network** ("Incumbent"), a Quasi-state agency organized under the laws of the State of Utah, **Tooele County** ("Tooele County"), a political subdivision of the State of Utah ("Tooele County"), required to be complied with, satisfied or performed by Nextel on or prior to the date set forth below including but not limited to the "Closing Conditions" as set forth in the Agreement.
  
3. All the representations and warranties made by Nextel in the Agreement are true and correct with respect to Nextel as of the date set forth below.

IN WITNESS WHEREOF, Nextel has caused this CLOSING CERTIFICATE to be executed as of the date set forth below.

**NEXTEL:**  
Nextel West Corp.

By: \_\_\_\_\_

Name: Patricia C. Tikkala

Title: Authorized Signatory

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



Transition Administrator

The Official Reconfiguration Manager

800 MHZ RECONFIGURATION COMPLETION CERTIFICATION

Incumbent Name: Utah Communications Agency Network-Tooele County

Certification

Pursuant to the FCC's order mandating the 800 MHz band reconfiguration (the "Order"), the above-name incumbent licensee (the "Incumbent") hereby certifies to the Transition Administrator appointed pursuant to the Order as follows:

- 1. That Incumbent has relinquished its original 800 MHz frequencies identified on Schedule A attached and reconfigured its facilities to operate on the replacement frequencies identified on Schedule B attached (the "Replacement Frequencies");
2. That all work required to reconfigure Incumbent's facilities to operate on the Replacement Frequencies has been satisfactorily completed; and
3. That Nextel West Corp. ("Nextel") and Incumbent have agreed to the sum paid by Nextel for such work.

Utah Communications Agency Network:

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

Tooele County:

Signature: Colleen Johnson
Print Name: COLLEEN JOHNSON
Title: COMMISSIONER
Phone Number: 435-843-3150
E-mail: cjohnson@co.tooele.ut.us
Date: 6 Dec 2011

ATTEST:
Marilyn K. Gillette
TOOELE COUNTY CLERK
Seal of Tooele County, Utah

**SCHEDULE A**

**Incumbent Frequencies**

**Incumbent's Name:** Utah Communications Agency Network-Tooele County

**Incumbent Assigns to Nextel:**

<b>Replacement Frequencies</b>	<b>Lat (N)</b>	<b>Long (W)</b>	<b>ERP (W)</b>	<b>Gnd Elev (ft)</b>	<b>Ant. Height (ft)</b>	<b>New Licensee</b>	<b>Location</b>
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Replacing Mobile/Portable Equipment only – No Call Signs directly related to this agreement.

**SCHEDULE B**

**Replacement Frequencies**

**Incumbent's Name:** Utah Communications Agency Network-Tooele County

**Nextel Assigns to Incumbent:**

<b>Replacement Frequencies</b>	<b>Lat (N)</b>	<b>Long (W)</b>	<b>ERP (W)</b>	<b>Gnd Elev (ft)</b>	<b>Ant. Height (ft)</b>	<b>New Licensee</b>	<b>Location</b>
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Replacing Mobile/Portable Equipment only – No Call Signs directly related to this agreement.