

RELOCATION AGREEMENT
FOR POINT-TO-POINT FIXED SYSTEM
MILWAUKEE POLICE DEPARTMENT

This Agreement is executed as of this ____ day of _____, 2007 (Effective Date), between the City of Milwaukee (“Incumbent”) a government entity with headquarters at 200 East Wells St, Milwaukee, WI 53202 and T-Mobile USA, Inc. (“T-Mobile”) a Delaware Corporation with headquarters at 12920 S.E. 38th Street, Bellevue, WA 98006. (each a “Party” and, collectively, the “Parties”).

WHEREAS, Incumbent, or one of its Affiliates, operates a fixed point-to-point microwave radio system (the “Current System”) on certain frequencies within the 2.1 GHz band, including the 2110 to 2150 MHz frequencies, that Incumbent utilizes for its communication needs on the path(s) identified on Schedule A hereto (the “Affected Paths”), incorporated by reference herein; and

WHEREAS, The Federal Communications Commission (“FCC”), in ET Docket No. 00-258, has reallocated and auctioned the 2110 to 2150 MHz frequencies, including those used by Incumbent for the Affected Paths, to commercial enterprises for use by emerging technologies known as Advanced Wireless Services (“AWS”); and

WHEREAS, T-Mobile acquired, in FCC Auction No. 66, certain AWS licenses that authorize it to provide AWS using the same frequencies currently utilized by Incumbent; and

WHEREAS, T-Mobile has determined that its AWS network in the Market indicated on Schedule A (the “Market”) may cause interference to the Incumbent’s Affected Paths and desires that Incumbent permanently surrender, in accordance with the FCC’s stated priorities, its licenses to operate in the Affected Paths in the 2.1 GHz band and to relocate its operations onto other alternative facilities that are available to Incumbent; and

WHEREAS, T-Mobile has agreed to provide Incumbent with equipment for Incumbent to design and implement a replacement system (the “New System”) and thereafter for Incumbent to cease all operations on the Affected Paths in the 2.1 GHz band and to surrender licenses to operate on those Affected Paths; and

WHEREAS, subject to the obligations and representations herein, Incumbent shall take all necessary and reasonable actions to implement the New System, and to cease operations using the Current System, by February 15, 2008 (the “Current System Termination Date”).

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained hereinafter and for other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, T-Mobile and Incumbent agree as follows:

1. Definitions

- a) Defined Terms As used in this Agreement, the following terms have the following meanings:
- i) “Affiliate”: with respect to a Party, means any individual or entity that directly or indirectly controls, is controlled by or is under common control with a Party.
 - ii) “2.1 GHz band”: means radio frequencies in the 2100 MHz to the 2200 MHz range that the FCC once allocated to fixed microwave service but that the FCC has since relocated to Advanced Wireless Services (“AWS”) or other services.
 - iii) “Microwave Path”: means a one-way or two-way, fixed or temporary fixed, point-to-point or point-to-multipoint radio system consisting of transmitters, receivers and other associated equipment, which transmits or receives, in whole or in part, on frequencies in the 2.1 GHz band.
 - iv) “New System”: means the communications facilities or other means of transporting the electronic traffic currently carried by the Current System on the Affected Path(s) in the 2.1 GHz band, that will replace the Affected Path(s), and which will encompass the equipment listed on Schedule B.

2. Relocation Obligations

Incumbent shall, at its sole expense (save for the equipment provided by T-Mobile to comprise the New System) and by the Current System Termination Date specified above, construct, test and begin using the New System for the Affected Paths.

Incumbent has attached hereto Schedule B - New System Equipment List, for each Affected Path detailing the components of the Current System as well as the components and costs of the New System.

On or before the Current System Termination Date, Incumbent shall permanently discontinue the use of the Affected Path(s) in the 2.1 GHz band and shall file with the FCC and other applicable authority(ies) all forms, applications, requests, authorizations or other documentation necessary to surrender all such 2.1 GHz licenses associated with the Affected Path(s). Within three (3) business days after filing with the FCC, Incumbent shall provide to T-Mobile copies of the paper documents, screen prints of those electronically filed documents or other demonstrable evidence showing that cancellation of the licenses pertaining to the Affected Paths was effectuated. After that time, Incumbent acknowledges and accepts potential RF interference to its microwave operations on the Affected Paths from T-Mobile’s AWS systems in the Market, and Incumbent agrees not to cause interference with T-Mobile’s AWS systems in the Market from the Affected Paths.

3. Consideration

In consideration for Incumbent's relocation of the Affected Path(s), cessation of operation of the Current System, implementation of the New System, and surrendering of its 2.1 GHz licenses for the Affected Path(s), T-Mobile shall purchase Equipment which will in part comprise the New System for Incumbent as listed on Schedule B ("Total Consideration"). T-Mobile will deliver the Equipment comprising the New System to Incumbent within forty-five (45) calendar days of full execution of this Agreement, so long as Incumbent is not in breach of this Agreement. Within thirty-five (35) calendar days after receiving the Equipment, Incumbent shall install and test the Equipment. In the event any piece of the Equipment fails to operate in conformance with the Equipment's specifications during the test, Incumbent shall have forty-five (45) calendar days after receipt of the Equipment to notify T-Mobile in writing of the failure and request a replacement. Failure of Incumbent to notify T-Mobile in writing within forty-five (45) calendar days after receipt of the Equipment that any such Equipment fails to operate in conformance with specifications, shall constitute conclusive proof that no such equipment failures exist. Upon receiving a replacement from T-Mobile, Incumbent shall have fifteen (15) calendar days to install and test the replacement Equipment. Title to the Equipment comprising the New System shall not pass to Incumbent until Incumbent has satisfied all of its obligations as provided in this Agreement. T-Mobile shall transfer to Incumbent all warranties provided with the equipment to T-Mobile by the associated equipment vendor(s) concurrently with the transfer of title to the Equipment. Incumbent shall be solely responsible, and shall indemnify, defend, and hold T-Mobile harmless, for all tax implications and liabilities related to the Total Consideration.

4. Term and Termination

This Agreement will commence on the Effective Date and will remain in effect until Incumbent has in all respects returned all current 2.1 GHz licenses associated with the Affected Path(s) and ceased operations of the Affected Path(s) in the 2.1 GHz band and T-Mobile has thereafter fulfilled its obligations herein. T-Mobile may terminate this Agreement immediately following written notice to Incumbent in the event that Incumbent has breached this Agreement, including but not limited to failure to cease operations of the Affected Paths and/or to return its 2.1 GHz licenses for the Affected Path(s) by the Current System Termination Date, in which case Incumbent shall immediately return the New System to T-Mobile (together with a cash payment for any damage). Upon any termination of this Agreement or expiration of the Term, all rights and obligations of the parties under this Agreement shall be extinguished, except that the rights and obligations of the parties under Sections 6, 8, and 9 shall survive such termination or expiration.

5. Representations, Warranties and Certain Additional Covenants

5.1 T-Mobile makes the following representations, warranties and additional covenants, as follows:

- a) T-Mobile is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform its obligations contemplated by this Agreement.
- b) The execution, delivery and performance by T-Mobile of this Agreement does not conflict with any law, regulation, order, contract or instrument to which T-Mobile is subject or by which T-Mobile is bound.
- c) This Agreement constitutes the valid and binding agreement of T-Mobile, enforceable against it except as enforceability is limited by the laws governing bankruptcy, insolvency and creditors rights and the general principles of equity.

5.2 Incumbent makes the following representations, warranties and additional covenants to T-Mobile, as follows:

- a) Incumbent is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform its obligations contemplated by this Agreement.
- b) The execution, delivery and performance by Incumbent of this Agreement does not conflict with any law, regulation, order contract or instrument to which Incumbent is subject or by which Incumbent is bound.
- c) This Agreement constitutes the valid and binding agreement of Incumbent enforceable against it except as enforceability is limited by the laws governing bankruptcy, insolvency and creditors' rights and the general principles of equity.
- d) The Incumbent information in this Agreement and attachments is true, complete and accurate to the best of Incumbent's knowledge and belief.
- e)
 - i) The FCC licenses for the Affected Paths in the 2.1 GHz band are in full force and effect, and have not been assigned, suspended, modified or revoked. There is not pending or threatened by any entity, including the FCC, having jurisdiction over Incumbent or the Affected Paths, any application, petition, objection or pleading which questions the validity or contests the licenses or their primary status, which, if accepted or granted, would result in the revocation, cancellation, suspension or any materially adverse modification of any authorizations and Incumbent is not aware of any reason that such a proceeding could be commenced.
 - ii) During the course of this Agreement, Incumbent agrees that it will: (i) not create any encumbrance on the Affected Paths without the prior

written consent of T-Mobile; (ii) not enter into or become bound by any agreement under which T-Mobile's rights to the operations on the Affected Paths would be altered without the prior written consent of T-Mobile; and (iii) take all necessary action, or refrain from taking action, to ensure that any of the representations and warranties of Incumbent contained herein will be true and correct in all material respects during the course of this Agreement and until Incumbent has satisfied all of its obligations under this Agreement.

- f) The 2.1 GHz band licensed paths comprising the Current System are, in fact, operational and carrying Incumbent communications traffic as required by FCC regulations.
- g) Except for any FCC approval of the radio licenses for the New System, no permit, consent, approval, authorization or registration or filing with any third party or governmental or regulatory authority or agency is required in connection with the execution, delivery and performance of this Agreement.
- h) Incumbent either owns the real property on which the towers, equipment, and other facilities included in the New System are to be located or has sufficient rights or interests to permit performance of this Agreement and there are no restrictions or encumbrances on or pertaining to such property that would restrict such performance.
- i) The Incumbent has not received or contracted to receive any payment, whether monetary or in kind, from any other party for the relocation of the Affected Paths. T-Mobile may, at its sole discretion, obtain a third party appraisal of the compensable relocation costs presented on Schedules C, and Incumbent agrees to cooperate with such third party as necessary.
- j) Incumbent agrees to waive any and all rights it may have under the FCC's ET Docket No. 00-258 orders and rules promulgated there under and any related proceedings and rules, including without limitation, any rights it may have or claim to relocate its microwave operations on the Affected Paths back to 2.1 GHz band or any rights it has now or subsequent to the date of this Agreement: (a) to have T-Mobile or any of its affiliates remedy any defects in the facilities and services used by the Incumbent as a substitute for the facilities and services provided by the Affected Paths subsequent to the termination of this Agreement; (b) to have T-Mobile or any affiliate re-establish for the Incumbent Microwave Paths in the 2.1 GHz Band based on the allegation that such substitute facilities and services are not comparable to the facilities and services they replaced; (c) to challenge T-Mobile or its affiliates' exclusive primary use of the frequencies formerly used by the Affected Paths; (d) to reclaim any rights under FCC orders, rules or regulations or otherwise with respect to the

Affected Paths; (e) to require T-Mobile to provide the Incumbent with any additional consideration, facilities, frequencies, etc., and; (f) to require T-Mobile to share the 2.1 GHz Band with Incumbent.

6. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EACH PARTY AND SUCH PARTY'S OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, DESIGNEES, AFFILIATES AND EMPLOYEES SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OR RELATED TO ACTIONS TAKEN OR OMISSIONS OF SUCH FIRST PARTY IN CONNECTION WITH THIS AGREEMENT.

7. General Provisions

7.1 Entire Agreement – Waiver: This Agreement and the schedules hereto constitute the entire agreement and understanding between the Parties and supersede all previous agreements, understandings, discussions or presentations, whether oral or written, concerning its subject matter. This Agreement may not be modified or changed in whole or in part in any way except in a writing executed by authorized signatories of the Parties. No waiver of any right under this Agreement shall be effective unless in writing by the Party granting such waiver.

7.2 Authorized Signatory; Binding Effect: The signatories hereto represent that they are duly authorized to sign this Agreement on behalf of their respective companies. For T-Mobile, only employees with the title of Vice President or higher are authorized to sign. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there shall be no presumption that ambiguities shall be construed or interpreted against the drafter. No broker, investment banker, legal adviser, financial advisor or other person is entitled to any broker's, finder's, legal advisor's or other similar fee or commission in connection with this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, assignees and transferees. Excluding a parent, subsidiaries or affiliates, neither Party may assign its respective rights or obligations hereunder without the express written consent of the other Party.

7.3 Counterparts: This Agreement may be signed in one or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute only one instrument. Signed facsimile copies of this Agreement shall legally bind the Parties to the same extent as original documents.

7.4 Severability: If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law by a court of competent jurisdiction, or any regulatory or governmental entity having jurisdiction over the Parties or the subject matter of this Agreement, the remainder of this Agreement shall remain in full force

and effect. The failure of T-Mobile to enforce any provision of this Agreement will not constitute a waiver of T-Mobile's rights to subsequently enforce the provision.

7.5 Notices: All Notices and other communications hereunder required to be in writing shall be deemed duly given if personally delivered, or mailed by registered or certified mail, return receipt requested, or by overnight courier, addressed to the following:

Incumbent Milwaukee Police Department Attn: Samuel Steffan 4733 West Vliet Milwaukee, WI 53208 CC: Office of the Chief of Police 749 W. State St., Milwaukee, WI 53233	T-Mobile T-Mobile USA, Inc. Attn: Engineering Spectrum Clearing 12920 SE 38 th St Bellevue, WA 98006 CC: Director – Legal Affairs FSC ENGR
Other Notice Information Phone: 414-935-7473 Email: ssteff@milwaukee.gov	Other Notice Information: Phone: 425-383-2153 Email: SpectrumClearing@T-Mobile.com

7.6 Control: Nothing in this Agreement is intended or shall be construed to grant to T-Mobile control of Incumbent's microwave system or otherwise to prevent Incumbent from exercising its duties and obligations as an FCC licensee.

7.7 Fees and Expenses: The substantially prevailing Party in any court action or proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing Party.

7.8 Miscellaneous: Incumbent and T-Mobile expressly agree to submit to the jurisdiction of the federal or circuit courts of Milwaukee County, Wisconsin for purposes of any disputes under this Agreement and for enforcement of any judgments arising out of such actions. Incumbent and T-Mobile agree to the application of the Communications Act of 1934, as amended from time to time, FCC orders and rules, and other relevant federal law and regulation in any such actions. Both parties acknowledge and agree that time is of the essence in the performance of this Agreement. Further, Incumbent acknowledges and agrees that any failure to file any regulatory filings required hereunder will cause T-Mobile irreparable harm to T-Mobile, for which money damages would be an insufficient remedy. Therefore, Incumbent hereby appoints T-Mobile as attorney-in-fact to make any and all necessary regulatory filings and agrees that T-Mobile may also seek equitable relief to enforce the provisions of this Agreement.

8. Confidentiality

Each Party agrees to keep strictly confidential the terms of this Agreement, and not to disclose the same except (a) to its employees, agents and representatives to the extent necessary to perform its obligation hereunder, or (b) to the extent disclosure is required by any Freedom of Information or Wisconsin Public Records Request, in which case the Party receiving the request will promptly notify the other Party so it is given opportunity to object, or (c) to the extent compelled by law or by order of any court or governmental agency of competent jurisdiction, provided that the disclosing Party shall give the non-disclosing Party prompt prior written notice of any disclosure request, application for court order, court order or other governmental process, before making any disclosure and shall give the non-disclosing Party an opportunity to object to and seek to prevent or omit such disclosure. Notwithstanding the foregoing, the filing with the City of Milwaukee to secure approval of this Agreement, and any related disclosure required by state law or the filing with any agency of any form, documents or correspondence necessary to or to voluntarily cancel, delete, discontinue, surrender or terminate Incumbent's operations on the Affected Paths as contemplated by this Agreement shall not constitute a violation of this Section. In addition, Incumbent understands that T-Mobile may file this Agreement, or certain information from the Agreement, with FCC-sanctioned clearinghouses in order to obtain cost-sharing re-imbursement from other licenses benefiting by the relocation of the Affected Paths in the 2.1 GHz band. T-Mobile agrees to invoke whatever confidentially provisions the clearinghouses offer consistent with its effort to obtain cost-sharing reimbursement.

9. INDEMNIFICATION

Indemnification by Incumbent. Incumbent agrees to indemnify, defend and save harmless T-Mobile, its owners, officers, directors, stockholders, agents, representatives, designees, affiliates, employees and their respective successors or assigns (the "T-Mobile Indemnitees"), from and against, and shall reimburse the T-Mobile Indemnitees on written demand for, any and all liabilities, losses, damages, claims, demands, actions, costs and expenses (including without limitation, court costs and reasonable attorneys' fees) of any kind or nature (the "Liabilities"), which such T-Mobile Indemnitees may suffer, sustain, incur, pay or expend by reason of or as a result of any and all claims, losses, penalties, forfeitures, damages, judgments, causes of action, suits and liabilities arising out of or related to (a) the breach by Incumbent of any of the terms and conditions of this Agreement, (b) each and every breach or default of, or inaccuracy or omission in any representations, warranties or covenants of Incumbent contained herein, (c) any negligent or willful act or failure to act by Incumbent, its owners, officers, directors, agents, representatives, designees or affiliates in the performance of its obligations under this Agreement and (d) any matter related to the operation and maintenance of the New System. Such liabilities shall include, but not be limited to, those which are attributable to personal injury, sickness, disease or death; and/or from injury to or destruction of real or personal property including loss of use thereof, theft, misuse or misappropriation.

Indemnification by T-Mobile. T-Mobile agrees to indemnify defend and save harmless Incumbent, its owners, officers, directors, stockholders, agents, representatives, designees, affiliates, employees and their respective successors or assigns (the "Incumbent

Indemnitees”), from and against, and shall reimburse the Incumbent Indemnitees on written demand for, any and all liabilities, losses, damages, claims, demands, actions, costs and expenses (including without limitation, court costs and reasonable attorneys’ fees) of any kind or nature (the “Liabilities”), which such Incumbent Indemnitees may suffer, sustain, incur, pay or expend by reason of or as a result of any and all claims, losses, penalties, forfeitures, damages, judgments, causes of action, suits and liabilities arising out of or related to (a) the breach by T-Mobile of any of the terms and conditions of this Agreement, (b) each and every breach or default of, or inaccuracy or omission in any representations, warranties or covenants of T-Mobile contained herein, and (c) any negligent or willful act or failure to act by T-Mobile its owners, officers, directors, agents, representatives, designees or affiliates in the performance of its obligations under this Agreement. Such Liabilities shall include, but not be limited to, those which are attributable to personal injury, sickness, disease or death; and/or from injury to or destruction of real or personal property including loss of use thereof, theft, misuse or misappropriation.

Claims for Indemnification. Where indemnification is sought by a Party (the “Claiming Party”), (a) it shall notify in writing the other Party (the “Indemnifying Party”) promptly of any claim or litigation or threatened claim to which the indemnification relates; (b) upon the Indemnifying Party’s written acknowledgment of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party shall afford the Indemnifying Party an opportunity to participate in and, at the option and expense of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation (and the Claiming Party shall not effect any such compromise or settlement without prior written consent of the Indemnifying Party); and (c) the Claiming Party shall cooperate with the Indemnifying Party in any compromise, settlement, defense or resolution of such claim or litigation. In the event that the Indemnifying Party does not so acknowledge its indemnification responsibility, the Claiming Party may proceed directly to enforce its indemnification rights.

10. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties and their successors and assigns.
11. Non-Waiver of Rights. The failure of either Party to demand strict performance of the terms of, or to exercise any right conferred in, this Agreement shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or a consent to any continuing or subsequent failure or breach.
12. Not a Joint Venture. This Agreement does not and shall not be construed to establish a partnership, joint venture, or other form of business association between Incumbent and T-Mobile or between T-Mobile and any other AWS carrier.
13. Fines. Any fines or other penalties incurred by either Party or its agents, employees or subcontractors for such Party’s noncompliance with any laws, rules, regulations or ordinances shall not be reimbursed by the other Party but shall be the sole responsibility of the Party incurring such fines or penalties.

14. Headings. Any headings contained herein are inserted for convenience and shall have no effect on interpretation or construction of this Agreement.
15. Time of Essence. Time of performance is of the essence in this Agreement and a substantial and material term hereof.
16. Further Assurances. From time to time hereafter, each Party will execute and deliver, or will cause to be executed and delivered, such additional instruments, certificates or documents, and will take all such actions, as the other Party may reasonably request, for the purpose of implementing and/or effectuating the provisions of this Agreement or to ensure that the frequencies formerly used on the Affected Paths are available for use in the Market in the operation of the T-Mobile AWS systems free from interference from Incumbent on and after the Current System Termination Date.

IN WITNESS WHEREOF; the parties hereto by their duly authorized representative have executed this Agreement effective as of the Effective Date.

City of Milwaukee

T-Mobile USA, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule A – Affected Paths

T-Mobile Link ID	Market	Call Sign A	Tx Freq A (MHz)	Call Sign B	Tx Freq B (MHz)	Specific Link Decommission Date	Equipment Value
21-07237	Milwaukee	WNEF354	2144.4	WNEF353	2194.4	Feb. 15, 2008	\$25,718.84
21-07219	Milwaukee	WHI415	2192.8	WNEQ572	2142.8	Feb. 15, 2008	\$25,718.84
21-07222	Milwaukee	WNEQ574	2141.2	WHI415	2191.2	Feb. 15, 2008	\$25,718.84
21-07224	Milwaukee	WNEV883	2192.8	WNEV884	2142.8	Feb. 15, 2008	\$25,718.85
				Total Compensation			\$102,875.37

Schedule B – New System Equipment List

ITEM	QTY.	TELCO PART NUMBER	EQUIPMENT DESCRIPTION	LIST PRICE	NET PRICE	EXTENSION
1	8	Access60 M6000-04-3	Access60 5RU Chassis (includes 621-0014 rackmount kit)	\$1,300.00	\$650.00	\$5,200.00
2	16	M6097-10-7	-48VDC SGL WIDE PS W/RG/PSBITE	\$1,795.00	\$897.50	\$14,360.00
3	8	M6024-00-3	Access60 5RU CMM for M6000-04-3 Chassis	\$1,495.00	\$747.50	\$5,980.00
4	16	M6013-11-3	T1 LIU/CSU with Cross-connect	\$2,139.50	\$1,069.75	\$17,116.00
5	32	M6041-60-3	6-Port 2- or 4-Wire E&MTO with Extended Range	\$1,595.00	\$797.50	\$25,520.00
6	16	820-DAC-ZY-120	CMM Terminal Port Cable, RJ45 (m)-to DB9 (f) straight-thru conn., 10 ft	\$80.00	\$40.00	\$640.00
7	8	820-VF-1P-120	CMM Modem Rndncy Y-Cbl, 4-pin RJ11 male-to-dual RJ1(m), 10 ft.	\$55.00	\$27.50	\$220.00
8	8	820-DS1-PQ-006	Redundant LIU daisy chain Cable, Dual RJ48C (M) to RJ48C (F), 6 Inches	\$66.00	\$33.00	\$264.00
9	16	820-DS1-22-120	DS1 cable, shielded RJ48C male-to-RJ48C male, 10 ft.	\$45.00	\$22.50	\$360.00
10	32	820-VF-TT-120	VF Cbl, 50-pin Amph male-to-50-pin Amph male, 10 ft.	\$55.00	\$27.50	\$880.00
11	32	621-VF-01	Voice Frequency Termination Kit	\$181.50	\$90.75	\$2,904.00
12	8	M6001-05	Flash Memory Card, PCMCIA Type I, 2 MB (256 x 8 segments), 200 ns	\$575.00	\$287.50	\$2,300.00
			TOTAL			\$75,744.00
		Access60 Spares				
1	2	M6097-10-7	-48VDC SGL WIDE PS W/RG/PSBITE	\$1,795.00	\$897.50	\$1,795.00
2	2	M6013-11-3	T1 LIU/CSU with Cross-connect	\$2,139.50	\$1,069.75	\$2,139.50
3	4	M6041-60-3	6-Port 2- or 4-Wire E&MTO with Extended Range	\$1,595.00	\$797.50	\$3,190.00
			TOTAL			\$7,124.50
			SUB TOTAL			\$82,868.50

ITEM	QTY.	TELCO PART NUMBER	EQUIPMENT DESCRIPTION	LIST PRICE	NET PRICE	EXTENSION
1	8	M6073-60-2	6-port Subtrate Asynchronous Digital Multiplexer (ADM) TOTAL	\$907.50	\$453.75	\$3,630.00 \$3,630.00
1	1	T-1 Training	T1 Fundamentals and Trouble Shooting (one day training class at customer location)	\$2,000.00	\$2,000.00	\$2000.00
3	1/2		Travel Expenses TOTAL	\$1,500.00	\$1,500.00	\$750.00 \$2,750.00
ITEM 1	QTY. 1	Acterna PART NUMBER 493504	EQUIPMENT DESCRIPTION FST-2209 P1 DS1/DS3 PKG, Includes 2000-V6 TestPad, DS1/DS3 Module, ASP, FT1, TIM, SIG, PRI, VT 100, Soft Case, AC Adapter/Charger, Printer Cable, Manual GRAND TOTAL	LIST PRICE \$14,005.00	NET PRICE \$13,626.87	EXTENSION \$13,626.87 \$102,875.37