

**MODIFICATION # 35
TO
CONTRACT NUMBER 2001-035
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MOTOROLA, INC.**

This MODIFICATION #35 is an agreement between the Commonwealth of Virginia through its Department of State Police, hereinafter referred to as "State" or "Commonwealth," and Motorola, Inc., hereinafter referred to as "Motorola," which modifies Contract Number 2001-035 (the "Contract") between the parties. This Modification #35 hereby incorporated into and made an integral part of the Contract effective July 13, 2004. This Modification will be effective as of the last date signed below.

The purpose of this Modification #35 is to comply with the Federal Communications Commission (FCC) requirement, pursuant to ET Docket 00-258, relocated and auctioned 2110 - 2200 MHz frequencies; including those licensed to the Department of State Police on the affected paths that involve two towers in the STARS network design; High Knob (site 1409) and Hunter Mountain (site 1411). T-Mobile USA, Inc., a Delaware corporation desires that the Department of State Police relocate the affected paths at the two sites at T-Mobile's expense.

A Microwave Relocation Agreement has been executed with the Department of State Police; wherein T-Mobile agrees to the procurement, construction and installation by T-Mobile of substitute facilities. The substitute facilities consist of the towers, equipment shelter buildings and emergency power as specified on the design drawing provided by Motorola for High Knob (site 1409) and Hunter Mountain (site 1411).

Both parties agree to the following:

1. Description of this Modification.

- A. Motorola and the Commonwealth mutually agree that the responsibility for the construction of the towers, antenna structures and network, equipment shelter buildings, and the installation of the emergency power for Hunter Mountain and High Knob will be transferred to T-Mobile USA, Inc.
- B. Motorola will begin their portion of the work once the Commonwealth has witnessed and approved any applicable inspections associated with T-Mobile activities. Motorola anticipates R56 compliance for the work will be performed by T-Mobile. If R56 guidelines are not followed by T-Mobile in the performance of the above activities, there may be additional cost and/or schedule impact associated with Motorola's scope of work. Motorola will retain responsibility for procuring, testing, and installing all LMR equipment at both locations. Motorola will install RF antenna and feedline per design and existing contractual

requirements at both sites. Motorola will optimize the microwave paths (i.e., dish alignment) at both sites. Motorola will install the LMR and microwave equipment (excluding the microwave antenna network) per design at both locations. Motorola will test, optimize, perform ATP's and CATP's as per existing contract requirements (i.e., this mod does not impact those activities).

2. Modification of Contract Price.

None.

3. Contract Price Adjustments.

Original Contract Value:	\$329,673,699.00
Amount of Previous Modifications numbered 1 through 9, 11 through 26 and 29:	\$10,051,544.15
Amount of Modifications numbered 10, 27, and 30:	Pending
Contract Modification # 28:	(\$13,316.00)
Contract Modification #31:	(\$7,327,874.00)
Contract Modification #32:	(\$15,701,707.50)
Contract Modification #33:	\$6,060,464.00
Contract Modification #34:	0
This Modification #35:	(\$1,064,562.00)
New Contract Price:	\$321,678,247.65

4. Completion Date Adjustments.

None.

5. Milestone Payments.

None.

The foregoing is the complete and final expression of the parties' agreement to modify Contract 2001-035 and cannot be modified, except by a writing signed by duly authorized representatives of both parties. If there are any inconsistencies between the provisions of this Modification #35 and the provisions of the Contract, the provisions of this Modification #35 will prevail.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND SHALL REMAIN IN FULL FORCE.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT MODIFICATION.

MOTOROLA, INC.

COMMONWEALTH OF VIRGINIA

Department of State Police

BY: (Signature on File)
Mark Moon
Senior Vice President
Global - Worldwide

BY: (Signature on File)
Colonel W. Steven Flaherty
Superintendent

DATE: July 8, 2009

DATE: July 9, 2009

Reviewed by: (Signature on File)
Wes Jones
Motorola Project Manager

BY: (Signature on File)
Patricia T. Trent, CPPB, VCO
Procurement and Contract Officer

DATE: July 7, 2009

DATE: July 9, 2009