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NO. 075 002

April 23, 2004

Wisconsin Educational Communications Board  
 Wendy Wink  
 Executive Director  
 3310 W. Belmont Hwy.  
 Madison, WI 53713

Re: Proposed Experimental Application of L-3 Communications, Inc. in Fox River Valley Area

Dear Ms. Wink:

L-3 PrimeWave Communications, Inc., would like to file an application with the Federal Communications Commission ("FCC") for an experimental license to utilize certain frequencies in the 2500-2880 MHz band in and around Fox River Valley Wisconsin, to test and demonstrate our new equipment. Wisconsin Educational Communications Board (WECB) is the licensee of Instructional Television Fixed Service ("ITFS") facilities in the Fox River Valley, WHR-591, Channels A3 and A4 at Chilton, Wisconsin, and WLX-274, Channel G4 at Fond du Lac, Wisconsin. In order to test and demonstrate the L-3 equipment, WECB and L-3 have agreed to the following:

1. WECB consents to L-3 temporarily utilizing channels A4, G4 (the "Channels") pursuant to experimental authorization obtained by L-3 in its own name, to test its equipment within the protected service area of the Channels, provided L-3's operations do not cause interference to any of the licensed operating systems in area, including Stations WHR-591 and WLX-274. This agreement is limited to testing rights only and does not grant any rights in the ITFS channels licensed to WECB, nor in future leasing opportunities of the ITFS channels.
2. The length of this agreement shall be four (4) months starting on the day L-3 begins using said frequency after obtaining authority from the FCC. It is anticipated that L-3 will obtain the experimental authorization in 2-4 weeks after execution of this agreement. L-3 will use the system for test and experimentation and not for any commercial services. If WECB or any other ITFS licensee experiences any interference to their educational uses, L-3 will, upon notification, immediately shut down the test until the problem can be identified and resolved.
3. In consideration for the use of the Channels during the term of this agreement, L-3 will provide WECB a minimum of 3 customer premise equipment sets for the duration of the test. This equipment when installed in the test sector areas will connect with the base station. L-3 will provide any and all test data which WECB may request including but not limited to photos, progress reports, and testing/marketing results. L-3 will also provide WECB training on system theory and design, system operation, and installation of customer premise equipment. L-3 will also provide a presentation on the test and its results to the Chilton ITFS User Group (CHUG) to be scheduled at a mutually beneficial time with at least two week advance notice.
4. L-3 shall apply for and obtain the FCC experimental license - thus avoiding WECB incurring such licensing costs. WECB will support L-3's STA application efforts by permitting L-3 to file a copy of this letter with the FCC evidencing WECB's consent.
5. This agreement may be terminated at any time by WECB, if L-3 violates any of the terms agreed to herein, or any of the terms of its FCC authorization or any FCC rules or regulations, or if the test has not begun by September 1, 2004.

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- 8. Upon conclusion of the test period contemplated in this letter agreement, L-3 will terminate testing operations. If L-3 desires to continue the test beyond the expiration of the contemplated test period, L-3 must request WECB's consent to such specific additional period as L-3 may seek, which such consent WECB may grant or deny in its sole discretion.

By signing below, WECB agrees that this letter agreement may used by L-3 with the FCC to evidence that WECB does not object to the experimental licensing of facilities that conform with the specifications set out above.

Sincerely,

L-3 PrimeWave Communications

By Brad C. Stribling  
 Brad Stribling  
 Vice President

AGREED:

Wisconsin Educational Communications Board

by Wendy Wink 4/23/04  
 Wendy Wink  
 Executive Director