

THIRD AMENDMENT TO TOWER RENTAL AGREEMENT

This Third Amendment to the Tower Rental Agreement, made as of the First day of July, 2021, between Towercom South, LLC, a Mississippi limited liability company, successor by assignment to Michael K. Ozborn d/b/a Ozborn Communications Service, with a mailing address of Post Office Box 307, Canton, MS 39046, herein referred to as "Landlord", and Madison County Board of Supervisors, the governing body of Madison County Mississippi, with an address of: Post Office Box 608, Canton, MS 39046, herein referred to as "Tenant".

RECITALS

A. Landlord and Tenant entered into that certain Tower Rental Agreement dated July 1, 2003 and amended by First Amendment to Tower Rental Agreement dated October 1, 2007 and by Second Amendment dated March 16, 2015, herein referred to as the Agreements, the terms of which are incorporated herein by reference. Tenant is leasing from Landlord that certain Leased Premises whereby Tenant is permitted to install, operate, and maintain certain wireless communications equipment in and upon Landlord's tower facility as defined in the Agreements.

B. Tenant intends to remove four (4) existing mobile relay stations.

C. Landlord hereby approves the Tenant's plans as described herein.

D. The parties hereby wish to amend the Agreement in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the execution of this Amendment, the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the Parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

2. Status of Parties. The parties each acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Agreements accruing on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Agreement.

3. Change in the Leased Premises.

(a) Landlord agrees to permit Tenant to remove four (4) of its existing mobile relay rack mounted stations leaving two (2) stations in operation. All technical work shall be performed by licensed technical personnel, with all combiner/multicoupler connection jumpers remaining intact with Landlord's master antenna system.

(b) The parties agree that Exhibits A-1 through A-6 are hereby deleted from the original Agreement and all previous Amendments, and that Exhibits A-7 and A-8 are hereby attached and incorporated into this Amendment replacing all previous Exhibits in order to evidence the equipment in the Tower facility.

(c) In consideration for Landlord granting Tenant the right to install two stations, the parties agree that the Rent shall be Three Hundred Sixty Dollars (\$360.00) each month, effective as of July 1, 2021. Said rent shall be payable monthly in accordance with the "Initial Expenses and Monthly Rental" section of the Agreement.

3. No Other Amendments. Except as expressly modified by the First Amendment dated October 1, 2007, the Second Amendment dated March 16, 2015, and this Third Amendment dated July 1, 2021, the Agreement dated July 1, 2003 remains unchanged and in full force and effect.

4. Effectiveness. This Amendment shall be effective only upon execution and delivery by Landlord and Tenant of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Landlord:

Towercom South, LLC
Post Office Box 307
Canton, MS 39046

By: _____
Name: Michael K. Ozborn
Title: Member

Tenant:

Madison County Board of Supervisors
Post Office Box 608
Canton, MS 39046

By: _____
Name: Karl Banks
Title: President

STATE OF MISSISSIPPI
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this the ____ day of _____, 2015, by Michael K. Ozborn as the Member of Towercom South, LLC, who executed the instrument in the name of, for, and on behalf of the limited liability company, he being first duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

Print Name:

Commission No. _____

(Seal)

STATE OF MISSISSIPPI
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this the ____ day of _____, 2021, by Karl Banks as the President of Madison County Board of Supervisors, who executed the instrument in the name of, for, and on behalf of the entity, he being first duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

Print Name:

Commission No. _____

(Seal)

EXHIBIT A-7

Description of Tenant's Equipment – MC Road (Billing Code MC1)

Antenna Mounting Height: Number of Antennas: Receive: **0** Transmit: **0**

Size Transmission Line: Number of Lines: Connector Type:

Antenna Size, Type and Model Number: **Landlord's Master Antenna System**

Power Output: **100 watts**

Emissions: **Analog 12.5KHZ**

Transmit Frequencies: **151.040MHz**

Receive Frequencies: **156.180MHz**

Number of Transmitters: **1** FCC Radio Service: **PW**

Number of Receivers: **1**

Total AC Power Requirements of Equipment:

Size of Cabinet(s): **2'w x 2'd x 1'h** Floorspace: **2' x 2'**

Make and Model Number of Transmitting and Receiving Equipment: **Icom FR5000D**

EXHIBIT A-8

Description of Tenant's Equipment – Sirens (Billing Code MC2)

Antenna Mounting Height: Number of Antennas: Receive: **0** Transmit: **0**

Size Transmission Line: Number of Lines: Connector Type:

Antenna Size, Type and Model Number: **Landlord's Master Antenna System**

Power Output: **100 watts**

Emissions: **Analog 12.5KHz**

Transmit Frequencies: **159.090MHz**

Receive Frequencies: **153.935MHz (Primary)**
458.8375MHz (Camden)
458.8125MHz (Flora)
458.7875MHz (Ridgeland)

Number of Transmitters: **1**

FCC Radio Service: **PW**

Number of Receivers: **4**

Total AC Power Requirements of Equipment:

Size of Cabinet(s): **2'w x 2'd x 1'h**

Floorspace: **2' x 2'**

Make and Model Number of Transmitting and Receiving Equipment: **Daniels VT4E45**