

SECOND AMENDMENT TO TOWER RENTAL AGREEMENT

This Second Amendment to the Tower Rental Agreement, made as of the ____ day of _____, 2015, 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, 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 add one additional mobile relay station.

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

D. The parties hereby wish to amend the Agreements 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 install one additional mobile relay station, to be rack mounted in similar fashion to Tenant's existing equipment. Landlord shall provide one additional tuned port in its master antenna system for the operation of Tenant's additional station.

(b) The parties hereby agree that Exhibit A-6 as attached and incorporated into this Amendment is hereby added to the existing Exhibits A-1 through A-5 in order to evidence the equipment in the Tower facility.

(c) In consideration for Landlord granting Tenant the right to install one additional station, the current Rent shall be increased by Three Hundred Thirty Dollars (\$330.00) each month, said increase to be effective as of March 1, 2015. Said additional 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 and this Second Amendment, 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 _____, 2015, 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)

