

**Utility Service
Communications Co.**
I N C O R P O R A T E D

April 21, 2025

Mrs. Deborah Nickson
1401 Walnut St.
Vicksburg, MS 39181

RE: Tank Owner: City of Vicksburg
Water Tank Location: 3580 Frontage Rd Vicksburg MS 39180
3rd Amendment

Dear Mrs. Nickson

Please find enclosed one (1) fully executed copy of the 3rd Amendment to the License Agreement between Utility Service Communications Co., Inc. and Cellular South for the above location. Please attach this Amendment to the License Agreement in your possession.

Please contact me with any questions, at (478) 987-0303 or via email at frances.melis@usgwater.com.

Sincerely,



Frances Melis
Contract and Account Specialist

Enclosure

Tank Owner: City of Vicksburg
Tank Location: 3580 Frontage Road
Vicksburg, MS 39180
Licensor Project No.: 127485
Licensee Name: Cellular South Real Estate, Inc.
Licensee Site Name: Vicksburg WT
Licensee Site ID: MS0727

**Third Amendment to License Agreement
(Term Extension)**

THIS THIRD AMENDMENT TO LICENSE AGREEMENT ("Third Amendment") is made as of this 21st day of April, 2025, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and Cellular South Real Estate, Inc. a Mississippi corporation, whose business address is 1018 Highland Colony Parkway, Suite 210, Ridgeland, Mississippi 39157 (herein referred to as the "Licensee").

W I T N E S S E T H

WHEREAS, Licensor and Licensee entered into a License Agreement dated March 1, 2005 ("Agreement"), a First Amendment dated December 17, 2012 ("First Amendment"), and a Second Amendment dated May 16, 2019 ("Second Amendment") whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications Equipment ("Equipment") on a Tank Site located at 3580 Frontage Road, Vicksburg, MS 39180.

WHEREAS, Licensor, and Licensee desire to modify and amend the Agreement and/or any previous Amendments as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Licensor and Licensee agree that the current term of the Agreement expires on February 28, 2025. Upon the expiration of the current term, the Agreement shall continue for a period of five (5) years ("Initial Renewal Term") and then for two (2) additional five (5) year terms (each "Additional Renewal Term" together with the Initial Renewal Term collectively referred to herein as the "Term") The

Additional Renewal Terms shall commence automatically without further action; provided however, that either party may terminate the Agreement at the expiration of the Initial Renewal Term or each Addition Renewal Term by giving the other party written notice not less than ninety (90) days prior to the expiration of the then current term.

2. Notwithstanding anything to the contrary in the Agreement, Licensee and Licensor agree to lower the yearly escalation from four percent (4%) to an escalation of three percent (3%) per year starting upon the commencement of the Initial Renewal Term on March 1, 2025, and continuing for the remainder of the Term.

3. Licensee shall pay to Licensor upon Licensee's execution and delivery of this Third Amendment a one-time non-refundable Administrative Fee in the amount of One thousand and no/100 (\$1,000.00) Dollars.

4. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement and/or any previous Amendments and the terms of this Third Amendment, full force and effect shall be given to the terms of this Third Amendment, and any clause, condition, restriction or other term of the Agreement and/or any previous Amendments that contradicts any term of this This Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement and/or any previous Amendments shall continue in full force and effect.

1-6-25

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

LICENSOR:

Utility Service Communications Co., Inc.

By: Debbie Sullivan

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: 4-21-25

LICENSEE:

Cellular South Real Estate, Inc.

By: Brian R. Jones

Printed Name: Brian R. Jones

Title: SVP, Treasurer

Date: 4-14-25