

**AMENDMENT NO. 2 TO 900 MHZ RADIO  
COMMUNICATIONS SERVICE AGREEMENT**

**THIS AMENDMENT NO. 2 TO 900 MHZ RADIO COMMUNICATIONS SERVICE AGREEMENT** ("Amendment No. 2") is made and entered into as of this 28<sup>th</sup> day December, 2021, by and between **THE GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority") and **COMMUNICATIONS SERVICE CO. OF DAYTONA, INC. D/B/A RADIO ONE – COMMUNICATIONS SERVICE CO.** ("Company").

**WHEREAS**, on or about November 10, 2011, Aviation Authority and Company entered into that certain 900 MHz Radio Communications Service Agreement (the "**Agreement**"), as amended, whereby the Aviation Authority granted Company the right, obligation and privilege to operate a Motorola MotoTRBO 900 MHz radio communications system within the Communication Zone, as defined in the Agreement, at the Orlando International Airport (the "**Airport**"); and

**WHEREAS**, the Term of the Agreement, as defined therein, is scheduled to expire January 1, 2022; and

**WHEREAS**, the Aviation Authority is currently satisfied with the Motorola MotoTRBO 900 MHz radio communication system; and

**WHEREAS**, the Aviation Authority has determined that Company is the sole source ready, willing and able to provide the unique services under the Agreement utilizing the Motorola MotoTRBO 900 MHz radio communication system; and

**WHEREAS**, the Aviation Authority and Company desire to extend the Agreement for five (5) years, upon the terms and conditions herein provided; and

**WHEREAS**, the Aviation Authority and Company desire to enter into this Amendment No. 2 to effectuate such changes:

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and condition contained herein, the parties do hereby agree to amend the Concession Agreement as follows:

**ARTICLE 3 – TERM.**

1. ARTICLE 3, Term, shall be modified by deleting the last sentence in its entirety and replacing the same with the following:

The Term of this Agreement shall commence on the Commencement Date and end on January 1, 2027, hereinafter referred to as the "Term," unless sooner terminated in accordance with the terms and provisions of the Agreement.

2. **Entire Agreement.** All terms not expressly defined herein shall have the same meanings as ascribed to them in the Agreement. This Amendment No. 2 sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Amendment No. 2, the later provision shall govern and control.

**[SIGNATURE PAGE TO FOLLOW]**  
**[SPACE LEFT INTENTINOALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed the day and year first above written.

ATTEST:

By: [Signature]

GREATER ORLANDO  
AVIATION AUTHORITY

By: [Signature]  
Phillip N. Brown, A.A.E.  
Chief Executive Officer  
Date: December 30, 2021

APPROVED AS TO FORM AND  
LEGALITY

On the 30 day of December, 2021  
for the use and reliance of the Greater  
Orlando Aviation Authority, only.

**RumbergerKirk**

By: [Signature]  
Legal Counsel  
Approved as to Form

ATTEST:

By: [Signature]  
Print Name: GREGORY PORTER  
Title: Vice President

COMMUNICATIONS SERVICE CO. OF  
DAYTONA, INC. D/B/A  
RADIO ONE – COMMUNICATIONS  
SERVICE CO.

By: [Signature]  
Print Name: Karen S. MacDonald  
Title: PRESIDENT  
Date: December 28, 2021

OR

TWO WITNESSES

(1) By: [Signature]  
Print Name: MICHAEL HAUSER

(2) By: [Signature]  
Print Name: Cynthia Izaguirre