

COMMUNICATIONS TOWER LEASE AGREEMENT

- **Parties:** Samuel Shuemake of Houston County Alabama, an individual, and Bethany Divinity College and Seminary, Inc, P.O. Box 1944, Dothan, Al 36302, an Alabama Corporation, as Lessor, makes this Agreement.
- **Description of Premises:** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, tower space and electricity on the communications tower site located at 2825 South Park Ave, Dothan, Al 36301, 31-11-33.7 N, 85-24-42.5 W, (ASR #1292971) owned by Lessor.
- **Term:** The term of this Agreement shall be for a term of twelve (12) months, beginning July 1st, 2022, and ending June 30, 2023. This Agreement shall automatically renew for successive twelve (12) month terms unless either party notifies in writing the other party of modification to said Agreement or termination of said Agreement. Written notification of modification or termination to said Agreement shall be provided to either party sixty (60) days prior to next agreement termination date.
- **Rent:** The total monthly rent is the sum of Six Hundred Dollars (\$600) which sum is to be paid monthly. On each anniversary a three percent increase in rent will be assessed. First payment will be due upon portable building or equipment being placed at tower site.
- **Use and Occupancy:** Lessee shall use and occupy the premises for WVOB-FM radio Station, at 91.3mhz and necessary instruments pertaining thereto and for no other purposes. Lessee shall be allowed to install a removable three bay antenna on the tower at 300 feet with 1 5/8 inch Heliac Line to house Lessee's instruments and shall be at the sole cost of Lessee. Lessee is responsible for any power, phone, internet or like service.
- **Assignment of Sublease:** Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this lease in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding upon the legal representatives of Lessee and upon every person to whom the Lessee's interest under this agreement passes by operation of law.
- **Indemnification:** Lessee shall indemnify and hold harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupation of the property by Lessee or its employees or agents. Lesser agrees that

Lessee may self-insure against any loss or damage, which could be covered by a comprehensive general public liability policy.

- **Binding Effect on Successors and Assigns:** The Provisions of this Agreement shall apply to, bind, and inure to the benefit of Lessor and Lessee and their responsible heirs, successors, legal representatives, and assigns.
- **Interference:** In the event it is every determined that Lessee's use of premises as as provided herein interferes in any way with use of leased premises, Lessor may immediately terminate this Agreement and Lessee shall have no Claim or cause of action again Lessor by reason thereof.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be Executed by their duly authorized representatives as of the day and year above written.

Samuel Shuemake
Bethany Divinity College and
P. O. Box 1944
Dothan, AL 36302


Robert Holladay, Member
Holladay Investments, LLC
P. O. Box 2956
Meridian, MS 39302