

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of March 28, 2018 by and between Jeff Chang (“Seller”) and One Ministries, Inc. (“Buyer”).

RECITALS

A. Seller holds a license to operate television station KQSL-TV, Channel 8, Facility Identification Number 8378, Ft. Bragg, CA (the “Station”), pursuant to authorizations issued by the Federal Communications Commission (the “FCC”), as set forth in **Exhibit A** hereto (the “Authorizations”);

B. Seller owns and leases certain contracts, assets, and property used and useful in the operation of the Station, as set forth on **Exhibit B** hereto (the “Property”);

C. Seller desires to assign and Buyer wishes to acquire and assume the Authorizations and the Property (collectively, the “Assets”) for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, assign and deliver to Buyer on the Closing Date, and Buyer agrees to purchase, accept, and assume on the Closing Date, the Assets.

1.2 Purchase Price. The purchase price for the Assets shall be Two Million Dollars (\$2,000,000.00) (the “Purchase Price”); and the transfer of Low Power Digital Television Station K11WP-D (Facility ID: 182962) for One Dollar (\$1.00). The Purchase Price shall be paid to Seller as outlined in Sections 1.3, 1.4 and 1.5 of this Agreement.

1.3 Non-Refundable Deposit. Buyer to make a Five Thousand Dollars (\$5,000.00) NON-REFUNDABLE DEPOSIT of immediate available funds to Seller by federal wire transfer on or before the date which is five (5) business days following execution of this agreement. If Seller does not receive the wire transfer according to the above date and time, this Agreement shall immediately terminate. The Parties agree that the deposit will be applied towards the Purchase Balance at Closing and that if the Parties do not close on this transaction for any reason or no reason, the deposit is not refundable to Buyer; except in the case of willful breach of this contract by the Seller. Wire instructions shall be provided by Seller to Buyer in subsequent instruction following the execution of this agreement.

1.4 Payment of Purchase Balance (Prior to Payments Due on Promissory Note). At Closing, Buyer shall pay Seller the sum of One Million Seven Hundred Ninety Five Thousand

Dollars (\$1,795,000.00) by federal wire transfer of immediately available funds pursuant to the wire instructions provided by the Seller to Buyer.

1.5 Remainder of Purchase Price as Promissory Note. At Closing, Buyer shall deliver to Seller the Seller's Promissory Note in the amount of Two Hundred Thousand Dollars (\$200,000.00) substantially in the form of Exhibit C hereto (the "Note").

(a) The Note shall be fully amortized over a Term of Five (5) years bearing an interest of zero percent (0.0%) per annum on the unpaid balance.

(b) The Note shall be secured by a Security Agreement substantially in the form of Exhibit D attached hereto; incorporated by reference. Collectively the Note, and the Security Agreement shall be referred to as the "Financing Documents", all of which shall be executed upon Closing.

(c) In the event Buyer enters into an agreement for the sale of the Station to another entity, prior to the maturity of the Note, the Note shall be accelerated, and all sums due and remaining to be pursuant to the Note shall be due and payable in full at the time such transfer is consummated.

1.6 Transfer of Low Power Television Station K11WP-D. At Closing, Buyer shall deliver to Seller an executed Asset Purchase Agreement for Low Power Digital Television Station K11WP-D (Facility ID: 182962) for the amount of One Dollar (\$1.00). The Asset Purchase Agreement shall be in the form of Exhibit E attached hereto ("The K11WP Agreement"). Both Buyer and Seller shall prosecute this Asset Purchase Agreement with all reasonable diligence and otherwise use their reasonable commercial efforts to obtain a grant of the application with the Federal Communications Commission as expeditiously as practicable as specified in the Agreement.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 Absence of Conflicting Agreements. Subject to obtaining the FCC Consent, the execution, delivery and the performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller

may be bound; and (iii) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets.

2.3 Authorizations. The Authorizations have been validly issued, are in full force and effect, and Seller is the authorized legal holder thereof. To the best of Seller's knowledge, there are no other permits, licenses or authorizations that have been issued by any governmental agency relating to the Station. The Authorizations comprise all of the authorizations required by the FCC for the operation of the Station, in accordance with applicable laws. Seller is operating the Station in compliance with the Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the "Communications Laws"). There is not now pending, or threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of such Authorizations, and Seller has not received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws in all material respects.

2.4 Title Documents. The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets, free and clear of all liens.

2.5 Tangible Personal Property. **Exhibit B** hereto contains a list of all tangible personal property owned by Seller that is used or useful in the operation of the Station in the manner and to the full extent the Station is presently operated. Seller owns and has, and will have on the Closing Date, good and marketable title to the tangible personal property. Each material item of tangible personal property is being sold "AS IS" from Seller to Buyer, and does not include any warranties of merchantability, nor any warranties neither expressed or implied.

2.6 Consents. Except for the FCC Consent, no consent, approval, permits or authorization of, or declaration to or filing with, any governmental or regulatory authority, or any other third party, is required to (i) consummate this Agreement and the transactions contemplated hereby or (ii) permit Seller to assign or transfer the Assets to Buyer.

2.7 Claims and Legal Actions. There is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the Station, nor does Seller know or have reason to be aware of any basis for the same.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Legal Authority. Buyer is an individual who is legally qualified to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with

all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

3.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

SECTION 4. SELLER'S COVENANTS

4.1 Generally. Seller shall not cause or permit, by any act or failure to act, the Authorizations to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or adverse modification of the Authorizations.

4.2 Contracts. Seller will not enter into any contract or commitment relating to the Assets or the Station or incur any obligation (including obligations relating to the borrowing of money or the guaranteeing of indebtedness) that will be binding on Buyer after Closing without Buyer's written consent.

4.3 Notification. Seller shall promptly notify Buyer in writing of any unusual or material developments with respect to the status of the Assets, and of any material change in any of the information contained in Seller's representations and warranties contained in Section 2 of this Agreement.

SECTION 5. SPECIAL COVENANTS AND AGREEMENTS

5.1 FCC Consent.

(a) The assignment of the Authorizations pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.

(b) Seller and Buyer shall promptly prepare the Assignment Application and Seller shall file the Assignment Application with the FCC no later than Ten (10) Business Days following the execution of this agreement. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable commercial efforts to obtain a grant of the application as expeditiously as practicable. Each party shall bear its own costs in connection with the preparation, filing, and prosecution of the Assignment Application, except that Buyer and Seller each shall be liable for no more than one-half of the filing fee associated with the Assignment Application.

SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment by Seller or waiver by Buyer prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted without the imposition on Buyer of any material conditions that need not be complied with by Buyer under Section 6.1 hereof, and Seller shall have complied with any conditions imposed on it by the FCC Consent; provided, however, that if any petitions to deny, informal objections or other objections are filed against the Assignment Application, the FCC Consent shall have become final.

(d) Governmental Authorizations. Seller shall be the holder of the Authorizations, and there shall not have been any modification of the Authorizations that could have a material adverse effect on the Station. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the Authorizations.

(e) Deliveries. Seller shall stand ready to deliver to Buyer on the Closing Date a duly executed assignment in the form of **Exhibit C** attached hereto, a bill of sale, any other documents and instruments of assumption that may be appropriate, any required consents for contracts being assigned, and appropriate releases for any security interests granted in the Assets.

(f) No Proceedings. There shall be no suit, action, claim, investigation, inquiry or proceeding instituted or threatened or an order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which (i) questions the validity or legality of any transaction contemplated hereby, (ii) seeks to enjoin any transaction contemplated hereby, (iii) seeks material damages on account of the consummation of any transaction contemplated hereby or (iv) is a petition of bankruptcy by or against Seller or is an assignment by Seller for the benefit of creditors.

6.2 Conditions to Obligations of Seller. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment by Buyer or waiver by Seller prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) Deliveries. Buyer shall stand ready to deliver to Seller on the Closing Date the Purchase Price (less the Non-Refundable Deposit) and to assume and undertake to perform Seller's obligations under the Assets as they relate to the time on or after the Closing Date.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any material conditions that need not be complied with by Seller under Section 6.1 hereof and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

SECTION 7. CLOSING

The Closing shall take place at a date and time to be set by Buyer on at least five days' written notice to Seller. That date shall not be earlier than the first business day after the FCC Consent is granted and not later than ten business days after the FCC Consent is granted; provided, however, that Buyer shall have received payment under its proposed sale of KFTY-LD, KQRO-LD, and KQRM-LP, pursuant to FCC approval of an application for assignment of license to be filed concurrently with the assignment of license application contemplated herein.

SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred sixty (60) days after the FCC's consent of the Assignment Application, or if any petitions to deny, informal objections or other objections are filed against the Assignment Application, the Closing has not occurred thirty (30) days after the FCC Consent has become final; and if the FCC Consent shall not have been received within nine months of the filing of the FCC Assignment Application.

(d) Breach. Without limiting Seller's rights under any other clause hereof, if Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within thirty days after Buyer has received written notice of such breach from Seller.

8.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred sixty (60) days after the FCC's consent of the Assignment Application, or if any petitions to deny, informal objections or other objections are filed against the Assignment Application, the Closing has not occurred thirty (30) days after the FCC Consent has become final; and if the FCC Consent shall not have been received within nine months of the filing of the FCC Assignment Application.

(d) Breach. Without limiting Buyer's rights under any other clause hereof, if Seller has failed to cure any material breach of any of its representations, warranties, covenants or conditions under this Agreement within thirty days after Seller has received written notice of such breach from Buyer.

8.3 Rights on Termination. If this Agreement is terminated pursuant to Section 8.1 or 8.2 and neither party is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets.

SECTION 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES

9.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for a period of twelve months.

9.2 Indemnification by Seller. Seller hereby agrees to indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from (i) any untrue representation, breach of warranty, or omission or nonfulfillment of any covenant by Seller contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Buyer under this Agreement, (ii) any liabilities of Seller or the Station not assumed by Buyer hereunder, and (iii) any obligations or liabilities arising from the operation of the Station prior to Closing.

9.3 Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller harmless against and with respect to, and shall reimburse Seller for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from (i) any untrue representation, breach of warranty, or omission or nonfulfillment of any covenant by Buyer

contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Seller under this Agreement, (ii) any liabilities of Seller or the Station assumed by Buyer hereunder, and (iii) any obligations or liabilities arising from the operation of the Station after the Closing.

SECTION 10. MISCELLANEOUS

10.1 Fees and Expenses. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Seller. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

10.2 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller: Jeff Chang
 171 Main St. #200
 Los Altos, CA 94022
 Email: changmedia@aol.com

If to Buyer: One Ministries, Inc.
 Keith Leitch
 P.O. Box 1118
 Santa Rosa, CA 95402
 Email: keith@leitch.tv

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

10.3 Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto; provided, however, that Buyer may assign its rights and obligations under this Agreement to (a) any entity controlled by Buyer, or (b) any entity that is legally, financially and otherwise qualified to acquire the Assets under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, without first obtaining Seller's prior approval. Upon any permitted assignment by Buyer or Seller in accordance with this Section, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.4 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

10.5 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.

10.6 Entire Agreement. This Agreement and the schedules hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

10.7 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

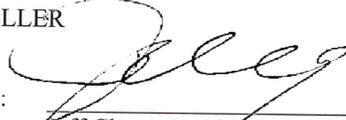
10.8 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

SELLER

By:



Jeff Chang, President-Owner

3-29-18

Date

BUYER

By:



Keith Leitch, President
One Ministries

3/29/18
Date

Exhibit A
Authorizations

KQSL-TV FCC License

Exhibit B
Property

1) LIST

CHANG MEDIA				
KQSL FT. BRAGG				
FIXED ASSETS				
TRANSMISSION EQUIPMENT				
	ITEM	MODEL #	AGE	VALUE
1	Dummy Load, Coaxial Dynamics 85975			
2	Aural Reject Load W/Diplexer, Electro Impulse CPTN500			
3	Visual Reject Load, Electro Impulse CPT C5000			
4	Video Proc-Amp, Grass Valley 7510			
5	Larcen Transmitter TTS6MH			
6	Remote Control, Moseley MRC2 (Andrew Tag)			
7	Scientific Atlanta Demod 6250			
8	Sync/Test Generator, Tektronix TSG1000			
9	Generator/Inserter, Tektronix VITS2000			
10	Basic BBC I/O 16, Burk Tech-DTV			
11	Subcarrier Shelf, Tectan			
12	Baseband Tray (Part of Transceiver at Studio)			
TOWERS & ANTENNA				
	ITEM	MODEL #	AGE	VALUE
1	Dehydrator, Andrew			
2	Diplexer, Andrew 42141			
3	350' Transmission Line			
4	Andrew Transmission Line			
5	Antenna, Bogner B6VG			
6	Antenna, Andrew-DTV			
7				
8				
9				
10				
MASTER CONTROL - COMPUTER				
	ITEM	MODEL #	AGE	VALUE
1	Color Monitor, Sony PVM 1340			
2	Video Analyzer, BVS VITS2			
3	Leightronix NET - 164 Video System Controller			\$2,000
4	Densite ASI Router			\$1,500
5	Harmonic ASI Encoder			\$4,300
6	Gorman EAS CG-1			\$2,500
7	Gorman CAP Unit			\$1,500
8	Misc Internet Routers / Switching			\$ 500
9	Internet Video Streaming Units to Tower Site			\$ 600
10				

Exhibit C
Promissory Note

SECURED PROMISSORY NOTE

\$200,000.00

City/State: Los Altos, CA

Date: March 28, 2018

This **SECURED PROMISSORY NOTE** (the “Note”) is executed pursuant to the terms of an **ASSET PURCHASE AGREEMENT** (the “Purchase Agreement”) dated as of March ____, 2018, by and between **JEFF CHANG**, an Individual (“Payee”), and **ONE MINISTRIES, INC.**, a California corporation (“Maker”), whereby Maker has purchased certain assets used and useable in the operation of television broadcast station **KQSL-TV**, Ft. Bragg, CA, FAC ID# 8378, (the “Station”). The parties hereto are referred to as a Party in the singular and as the Parties in the plural

1. Payments. For good and valuable consideration, Maker promises to pay to the order of Payee the principal amount of Two Hundred Thousand Dollars (\$200,000.00), with zero interest (0%), as provided:

- (a) The Term of this Note shall be five (5) years;
- (b) This Note shall bear interest at zero percent (0%) per annum on the unpaid balance.
- (c) The Commencement Date of this Note shall as of the date first written above.
- (d) Maker shall pay to Payee, monthly payments, principal and interest included, as shown on Schedule 1 attached hereto and incorporated herein by reference. The first payment hereunder shall be due 9/1/18 pro-rated for any preceding partial month with subsequent regular payments due on the first day of each succeeding month subject to the terms of Section 9 herein below until the principal balance and interest plus any fees or fines which may have been incurred have been paid in full.

2. Form of Payment. All payments shall be made by wire transfer or electronic funds transfer to an account designated by Payee, or at such method or place as Payee may designate in writing, and shall be applied as follows: First, to the payment of any delinquency or “late” charges, if any; second, to interest (to include accrued and unpaid interest, if any); and third, to the reduction of principal. Time is of the essence for all payments due hereunder.

3. Prepayment. Maker may prepay this Note in whole or in part at any time without penalty. Any such prepayment shall be applied first to the payment of all unpaid penalties and interest, accrued and unpaid, if any. Partial payment of this Note will not change the amount of the payment installments under Paragraph 1(d) above or release, discharge, or affect the remaining obligations of Maker, other than as a credit for the amount paid applied as set forth above, or any guarantor, pledgor, or other maker or

obligor under this Note, the Purchase Agreement, or any other document executed in connection therewith.

4. Security and Financial Reports. Maker's obligations pursuant to this Note shall be secured and guaranteed by the following (“Security Documents”):

(a) A security agreement (the “Security Agreement”) of even date herewith;

(b) A guaranty agreement (the “Guaranty Agreement”) of even date herewith.

(c) During the Term of this Note and annually until this Note has matured and Maker’s obligations have been released, Maker shall promptly deliver to Payee annual financial statements (including a balance sheet and statement of income and expenses on an annualized basis) reflecting Maker’s then current financial condition.

5. Events of Default. Any one or more of the following events (any of which may sometimes be referred to as an “Event of Default”) shall constitute a default under this Note, whereupon subject only to limitations arising under the rules, regulations and policies of the Federal Communications Commission or any other law, Payee may elect to exercise any or all rights, powers and remedies afforded hereunder and pursuant to the Security Documents, and all other documents related hereto and by law, including, without limitation, the right to accelerate the maturity of this Note and declare all amounts owing in respect to this Note to be due and payable in full:

(a) If Maker shall fail to make any payment when due, and such failure is not completely cured within thirty (30) days thereafter without presentment or notice;

(b) If Maker shall fail to perform any of its material obligations hereunder (other than payment obligations), or if the Maker shall fail to perform any of its material obligations under the Purchase Agreement or any of the Security Documents if such failure is not cured within thirty (30) calendar days of receipt of written notice from Payee to Maker; provided, however, if Maker's failure to perform any of its material obligations hereunder (other than payment obligations) or the Purchase Agreement cannot reasonably be cured within such thirty (30) day period following written notice from Payee, Maker shall be allowed additional time (not to exceed thirty (30) days from the date of such notice) as is reasonably necessary to cure the failure so long as: (i) Maker commences to cure the failure within such thirty (30)-day period following written notice from Payee, (ii) Maker diligently pursues a course of action that will cure the failure; and (iii) such failure may reasonably be expected to be cured within such thirty (30) day period; can be reasonably in the judgment of Seller.

(c) If any of the Security Documents is canceled, terminated, revoked or rescinded (other than by Payee in connection with satisfaction of Maker's obligations hereunder) or any proceeding to cancel, revoke, or rescind any of the Security Documents shall be commenced by a third party and is not dismissed within thirty (30) calendar days after its commencement;

(d) If Maker shall become insolvent, make an assignment for the benefit of creditors, or any case or proceeding under any laws relating to bankruptcy, insolvency, readjustment of debt, dissolution or liquidation shall be commenced by or against the Maker; provided, however, in any case or proceeding under any laws relating to bankruptcy, insolvency, readjustment of debt dissolution, or liquidation commenced against Maker, Maker shall not be in default if said case or proceeding is discharged within thirty (30) days; or

(e) If Maker shall sell, assign, or otherwise transfer (or seek authorization to do the same) the FCC Licenses or the Station or its rights or interests therein except through a *pro forma* application on FCC form 316 which may, among other situations, be required as the result of the change in composition of Maker's Board of Directors over the passage of time, subject, however, to Section 12 below.

6. Default Interest. In the event of any default by Maker in the payment of any amount due and payable under this Note pursuant to Paragraph 5(a) above, in addition to other remedies available to Payee, simple interest shall thereupon commence to accrue upon the unpaid balance of this Note from the date such payment was originally due at the rate of three percent (3%) per annum.

7. Late Charges. Maker hereby acknowledges that in the event Maker is late in paying any amount of principal or interest when due under this Note, Payee will incur administrative and other costs associated with such late payment. Accordingly, in the event Maker makes payment on the tenth (10th) calendar day or later following the payment due date in any month, Payee may, at its option, whether immediately or at the time of final payment of the indebtedness evidenced by this Note, impose a delinquency or "late" charge of ten percent (10%) of each and every past-due payment; provided, however, that if any such delinquency or "late" charge is in excess of the amount permitted to be charged to Maker under applicable law, Payee shall be entitled to collect a delinquency or "late" charge at the highest rate permitted by such law. Maker agrees that any such delinquency or "late" charge shall not be deemed to be additional interest or a penalty, but shall be deemed to be a fair estimate of the expenses which will be suffered by Payee by reason of such late payment since computing the actual amount of Payee's expenses in advance is presently impracticable or extremely difficult.

8. No Waiver of Future Default. No delay or failure on the part of Payee to exercise

any right or remedy hereunder, whether before or after the happening of an Event of Default, shall constitute a waiver of any future Event of Default of the same type or of any other Event of Default. No delay or failure to accelerate the indebtedness evidenced hereby by reason of an Event of Default hereunder, or acceptance of a past-due installment, or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter or to impose "late" charges retroactively or for any "late" payment occurring thereafter or shall be deemed to be a novation of this Note or as a reinstatement of the debt evidenced hereby or as a waiver of such right of acceleration or any other right, or be construed so as to preclude the exercise of any right which Payee may have, whether by applicable law, by agreement or otherwise; and Maker and each endorser hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing. This Note may not be changed orally, but only by an agreement in writing signed by the Party against whom such agreement is sought to be enforced. The rights remedies, powers and privileges under this Note are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

9. Notice and Acceleration.

(a) Upon the occurrence of any Event of Default or cumulative Events of Default which is/are not cured within the time period established by this Note, Payee may declare, by written notice of default given to Maker, this Note to be forthwith due and payable, and thereupon the entire unpaid principal amount of this Note, together with any accrued and unpaid interest, shall become immediately due and payable without presentment, demand, protest, or other notice of any kind.

(b) In the event Maker is unwilling or unable to perform pursuant to this acceleration clause, Maker agrees to cooperate with Payee and take all actions necessary for Payee to exercise and enforce its rights pursuant to the Security Documents to include without limitation the joining in a voluntary assignment application before the FCC by which the Station's FCC Licenses would be re-assigned to Payee or as directed, subject to the FCC's prior approval.

(c) At such time that Maker's obligations hereunder have been met in full and upon a written request from Maker, Payee shall deliver to Maker a Promissory Note Release certifying that all of Maker's obligations have been performed in full.

10. Attorney Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Note or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions hereof, or if this Note is given to an attorney or Court for collection, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action, proceeding, or collection in addition to any other relief to which the prevailing Party may be

entitled.

11. Usury Laws. The indebtedness evidenced by this Note was incurred primarily for commercial, investment, or business purposes and not primarily for personal, family, or household purposes. In all events, it is the intention of the Parties to conform strictly to the usury laws, whether state or federal, applicable to this Note. None of the terms and provisions contained in this Note or any other document or instrument securing the indebtedness evidence hereby or related hereto shall ever be construed to create a contract for the use, forbearance, or detention of money requiring payment of interest in excess of the maximum amount permissible under applicable federal or state usury laws. If under any circumstances whatsoever fulfillment of any provision hereof or any documents, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if under any circumstances Payee shall ever receive an amount deemed interest by applicable law which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest; or if such excessive interest exceeds the unpaid balance of principal, the excess shall be deemed to have been a payment by mistake and shall be refunded to Maker or to any other person making such payment on Maker's behalf. All sums paid or agreed to be paid to Payee for the use, forbearance or detention of the indebtedness of Maker evidenced hereby, outstanding from time to time, shall to the extent permitted by law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, pro-rated, allocated and spread from the date of this Note so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. The terms and provisions of this Paragraph shall control and supersede every other provision of all agreements between Maker and Payee.

12. Subsequent Sale of Station. In the event Buyer enters into an agreement for the sale of the Station, this Note shall be accelerated, and all sums due and remaining to be paid pursuant to the Note shall be due and payable in full at the time such transfer is consummated.

13. Assignability.

(a) This Note shall not be assigned or transferred by Maker without prior, written approval from Payee, which consent may be withheld, conditioned, or delayed in its sole discretion.

(b) Payee shall have the unconditional right to assign, transfer or pledge this Note and shall notify Maker of any such action in writing within thirty (30) days of such assignment, transfer or pledge.

14. Choice of Law, Venue. This Note shall be construed in accordance with the laws of the State of California. In the event of a dispute between the Parties which could

include but not be limited to the following, the Parties agree to submit the dispute to arbitration utilizing a single Arbitrator and to be bound by any decision or award rendered therein.

or

- (a) The interpretation and enforcement of any of the provisions of this Note;
- (b) Enforcement of Liquidated Damages and a determination of that amount.
- (c) Whether either Party is in breach of any portion of this Note; or
- (d) Whether that breach is a "material breach".

15. Notices: All notices, demands, and communications required or permitted to be given under the provisions of this Note other than notices of late payment shall be in writing and shall be deemed duly given (i) when given if personally delivered, (ii) as shown on the receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) on the date sent as shown by a machine-generated delivery confirmation, if sent by facsimile transmission on a regular business day in the State in which the addressee resides or, if not sent on a business day, then on the next business day after the date sent, or (iv) on the delivery date in the records of a nationally recognized courier guaranteeing delivery. The Parties may also communicate with each other informally by telephone or electronic transmission (email), but such method shall not be used for any notice that has legal significance or consequences. Notices to the Parties may be given as follows:

- (a) If to Payee:
Jeff Chang
171 Main St. #200
Los Altos, CA 94022
Email: changmedia@aol.com
- (b) If to Maker:
One Ministries, Inc.
Keith Leitch
P.O. Box 1118
Santa Rosa, CA 95402
Email: keith@leitch.tv

or any such other address as each Party may from time to time designate for itself in writing.

IN WITNESS WHEREOF, the Maker has executed this Secured Promissory Note at _____, California , on the day and year first above written.

MAKER
One Ministries, Inc.

BY: _____
Keith Leitch

Schedule 1
Amortization Schedule

Estimated Amortization Schedule
KQSL-TV, Ft. Bragg, CA
Seller: Jeff Chang Media
Buyer: One Ministries, Inc.

Total Valuation	\$2,000,000.00
	(Plus Transfer of K11WP-D for \$1.00)
Cash & In Kind	\$1,800,000.00
Loan Amount	\$200,000.00
Interest Rate	0.0%
Total # of Periods	60 ; Monthly Payments in 5 Year Term
Payment per Period	\$3,333.33

<u>Payment Dates</u>	<u>Payment</u>	<u>Payment Amount</u>
9/1/18	1	\$3,333.33
10/1/18	2	\$3,333.33
11/1/18	3	\$3,333.33
12/1/18	4	\$3,333.33
1/1/19	5	\$3,333.33
2/1/19	6	\$3,333.33
3/1/19	7	\$3,333.33
4/1/19	8	\$3,333.33
5/1/19	9	\$3,333.33
6/1/19	10	\$3,333.33
7/1/19	11	\$3,333.33
8/1/19	12	\$3,333.33
9/1/19	13	\$3,333.33
10/1/19	14	\$3,333.33
11/1/19	15	\$3,333.33
12/1/19	16	\$3,333.33
1/1/20	17	\$3,333.33
2/1/20	18	\$3,333.33
3/1/20	19	\$3,333.33
4/1/20	20	\$3,333.33
5/1/20	21	\$3,333.33
6/1/20	22	\$3,333.33
7/1/20	23	\$3,333.33
8/1/20	24	\$3,333.33

9/1/20	25	\$3,333.33
10/1/20	26	\$3,333.33
11/1/20	27	\$3,333.33
12/1/20	28	\$3,333.33
1/1/21	29	\$3,333.33
2/1/21	30	\$3,333.33
3/1/21	31	\$3,333.33
4/1/21	32	\$3,333.33
5/1/21	33	\$3,333.33
6/1/21	34	\$3,333.33
7/1/21	35	\$3,333.33
8/1/21	36	\$3,333.33
9/1/21	37	\$3,333.33
10/1/21	38	\$3,333.33
11/1/21	39	\$3,333.33
12/1/21	40	\$3,333.33
1/1/22	41	\$3,333.33
2/1/22	42	\$3,333.33
3/1/22	43	\$3,333.33
4/1/22	44	\$3,333.33
5/1/22	45	\$3,333.33
6/1/22	46	\$3,333.33
7/1/22	47	\$3,333.33
8/1/22	48	\$3,333.33
9/1/22	49	\$3,333.33
10/1/22	50	\$3,333.33
11/1/22	51	\$3,333.33
12/1/22	52	\$3,333.33
1/1/23	53	\$3,333.33
2/1/23	54	\$3,333.33
3/1/23	55	\$3,333.33
4/1/23	56	\$3,333.33
5/1/23	57	\$3,333.33
6/1/23	58	\$3,333.33
7/1/23	59	\$3,333.33
8/1/23	60	\$3,333.33

Exhibit D
Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the “Security Agreement”) is made and given as of the _____ day of March, 2018, by **ONE MINISTRIES, INC.**, a California corporation (“Debtor”), in favor of **Jeff Chang**, an Individual (“Secured Party”). The parties here to shall be known individually as a “Party” and collectively as the “Parties”.

WITNESSETH

A. Pursuant to the terms of that certain Asset Purchase Agreement by and between Debtor and Secured Party dated as of March _28_, 2018, (the “Purchase Agreement”), Debtor has purchased from Secured Party certain assets (the “Purchased Assets”) as described therein, used and useable, tangible and intangible, in the operation of Television broadcast station **KQSL-TV**, Ft. Bragg, CA, Facility ID# 8378 (the “Station”), including the Station’s FCC Licenses as authorized by the Federal Communications Commission (“FCC” or “Commission”).

B. Debtor has executed and delivered to Secured Party a Secured Promissory Note (the “Note”) in the total amount of Two Hundred Thousand Dollars (\$200,000.00) secured by the terms of this Security Agreement of this date herewith.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows.

1. Creation of Security Interest.

Debtor hereby conveys, assigns, and grants to Secured Party a first priority security interest in and to the Purchased Assets and all other tangible and intangible property including without limitation, all furniture, furnishings, fixtures, accessions, receivables, inventory, and equipment now or hereafter owned by it, including all substitutions, additions, renewals, betterments, and modifications thereof and spare parts therefor, located in or on or pertaining to, or used or useful in the operation of, the Station (the “Collateral”). The security interest in the Collateral includes without limitation, those items described in Schedule 1, attached hereto and by this reference incorporated herein, and all property of similar type or kind now owned or hereafter acquired by Debtor and includes the right to receive proceeds derived from or in connection with the sale, assignment or transfer or the FCC Licenses. The Parties acknowledge and agree that under current law a security interest may not attach to FCC authorizations, but should the law change to permit a security interest in FCC authorization, then at that time the FCC License itself shall automatically be included the Collateral; provided, however, the parties agree that this provision shall be void if the FCC prohibits it. This security interest is granted for the purpose of securing the following (the “Secured Obligations”):

(a) Payment by Debtor to Secured Party of the indebtedness evidenced by the Note executed by Debtor, and delivered to and payable to the order of Secured

Party, and any and all modifications, extensions, and renewals thereof;

(b) Performance of all other obligations of Debtor contained in the Note;
and

(c) The due and punctual performance of all terms and conditions contained in the Purchase Agreement, this Security Agreement and the Guaranty Agreement.

2. Warranties, Representations, and Covenants of Debtor.

Debtor hereby warrants, represents, and covenants as follows:

(a) Debtor is, and as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, free from any adverse lien, security interest, or adverse claim of any kind whatsoever, except mechanic's liens and liens of broadcast equipment manufacturers in connection with equipment leases incurred in good faith and in the ordinary course of business. Debtor will notify Secured Party of and will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) The Collateral shall not be used for personal, family, or household purposes, and shall be used only for the operation of the Station.

(c) Debtor authorizes Secured Party to prepare and file or record one or more financing statements or like documents, and any necessary extensions thereof, in form satisfactory to Secured Party, in all public offices wherever filing or recording is deemed by Secured Party to be necessary or appropriate to perfect and otherwise evidence its security interest hereunder and if needed and requested by Secured Party to execute any such statements or documents where required under applicable law. Debtor hereby agrees to do such further acts and things and to execute and deliver to Secured Party any additional conveyances, assignments, agreements, statements, and instruments or documents as Secured Party may reasonably deem necessary to effectuate this Security Agreement..

(d) Debtor shall not, without the prior written consent of Secured Party, sell, offer to sell, or otherwise transfer, exchange, or dispose of all or any part of the Collateral or any interest therein, except for the disposal of items which are obsolete or are consumed or worn out in ordinary usage (which Debtor shall promptly replace). If the Collateral or any part thereof is sold, transferred, exchanged, or otherwise disposed of (either with or without the written consent of Secured Party), the security interest of Secured Party shall extend to the proceeds of such sale, transfer, exchange, or other disposition. In addition, if such Collateral is replaced by assets of equal or greater value, the replacements shall be subject to this Security Agreement.

(e) Debtor shall cause the Collateral at all times to be kept insured, at no

expense to Secured Party, to its full insurable value under one or more policies with such companies, for such periods and amount, against such risk and liabilities, with loss payable to Secured Party as its interests may appear.

(f) Debtor shall keep the Collateral free from any adverse lien, security interest or encumbrance and in good condition as repair, and will not misuse, abuse, allow deteriorating, wasting or destroying the Collateral or any part thereof, except for ordinary wear and tear of its normal and expected use. Debtor will not permit the aggregate value of the Collateral to become materially diminished or reduced (except for normal wear and tear and depreciation) and will keep the same up to its present standard quantity, quality, and value.

(g) Debtor will promptly pay, when due, all taxes, charges, rents, royalties, and assessments, including penalties and interest, which are or may become a lien on the Collateral or any part thereof, except to the extent that they may be contested in good faith and by appropriate proceedings.

3. Preservation of Collateral by Secured Party.

Should Debtor fail or refuse to make any payment, perform or observe any other covenant, condition, or obligation, or take any other action which Debtor is obligated hereunder to make, perform, observe, take or do at the time or in the manner herein provided, then Secured Party may, at Secured Party's sole discretion, without notice to or demand upon Debtor and without releasing Debtor from any obligations, covenant, or condition hereof, make, perform, or take any action Secured Party may deem necessary to protect the security interest in or the value of the Collateral. Debtor will reimburse Secured Party for any expenses reasonably incurred by Secured Party within fifteen (15) days after request from Secured Party.

4. Use of Collateral by Debtor.

So long as there is no Event of Default (as hereinafter defined) which has not been cured, Debtor may retain possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and any policy of insurance thereon.

5. Default.

The occurrence of any of the following events, following the giving of any required notice and/or the expiration of any applicable period of grace, shall constitute an event of default ("Event of Default") hereunder.

(a) Debtor shall breach or default in the performance of any of its obligations under this Security Agreement.

(b) The occurrence of a default or Event of Default under the Note.

(c) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor in this Security Agreement or the Purchase Agreement shall prove to have been false in any material respect when made or furnished.

(d) Any material loss, theft, damage, or destruction of any of the Collateral without prompt replacement thereof by Debtor; provided, that if insurance proceeds covering such loss, theft, damage, or destruction are applied by Secured Party to the reduction of indebtedness secured hereby, then such failure to replace shall not constitute an Event of Default hereunder.

(e) Debtor shall fail to comply with a final order or decree, no longer subject to administrative or judicial review, or any federal, state, municipal, or other governmental authority relating to the Collateral requiring compliance with any applicable statute, requirement, rule, or regulation.

(f) The Collateral shall be levied upon by virtue of an execution issued upon any judgment or any other legal process, and Debtor is not in good faith diligently defending in proper proceedings against any such judgment, writ, or other proceeding seeking to seize the Collateral; or it Debtor becomes insolvent, if a petition or arrangement in bankruptcy is filed by or against Debtor, provided that it shall not be an Event of Default in the case of a petition filed against Debtor unless such petition is not dismissed within thirty (30) days of filing, or if a general assignment for the benefit of creditors be made by Debtor.

6. Remedies Upon Default.

Upon the occurrence of a Judgment of Default hereunder, and after written notice and opportunity to cure, if required, as provided for the respective Secured Obligation, such notice for any arising solely under this Security Agreement being fifteen (15) calendar days, Secured Party may, at its option and subject to the provision of Section 8 hereof, do any one or more of the following:

(a) Declare all obligations secured hereby to be immediately due and payable, whereupon all unpaid principal of said indebtedness and other amounts declared due and payable shall be and become immediately due and payable.

(b) By means of a court-appointed Receiver, who shall thereafter take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming under Debtor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions, and improvements to and exercise all rights and powers of Debtor with respect to the Collateral or any part thereof to include without limitation the following:

(i) Without notice to or demand upon Debtor, make such payments and do such acts necessary to protect Debtor's

security interest in the Collateral, including without limitation, paying, purchasing, contesting, or compromising any encumbrance, charge, or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(ii) Foreclose this Security Agreement as herein provided or in any manner permitted by law, and exercise any and all of the rights and remedies conferred upon Secured Party by any document executed by Debtor in connection therewith, either simultaneously or in such order as Secured Party may determine; and sell or cause to be sold in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the Collateral described in this Security Agreement, without affecting in any way the rights or remedies to which Secured Party may be entitled under any other instruments.

(iii) Sell, lease or otherwise dispose of the Collateral at public or private sale, without having the Collateral at the place of sale, and upon terms and in such manner as Secured Party may determine (and Secured Party may be a purchaser at any sale).

(iv) Exercise all the rights and remedies available under this Security Agreement or at law or in equity, including, but not limited to, all rights available under the Washington Uniform Commercial Code and as applicable, all rights and remedies under the Purchase Agreement, and including, but not limited to, a right to seek monetary damages, with or without exercising Secured Party's rights or remedies with respect to the Collateral. These rights and remedies shall be cumulative and may be exercised singly or concurrently with all other rights and remedies Secured Party may have.

(c) Debtor shall be given not less than thirty (30) business days' prior written notice of the time and place of any public or private sale of the collateral or other intended disposition thereof to be made. Such notice may be mailed to Debtor at the address set forth in Section 9 hereof. Debtor specifically agrees that any public or private sale held in accordance with the terms of the Security Agreement shall, for all other purposes, be deemed to have been conducted in a commercially reasonable manner and in good faith, and the proceeds of any sale under Sub-paragraph 6(f) herein shall be applied as follows:

(i) To the discharge of all assessments, encumbrances, charges

or lien, if any, on the Collateral prior to the liens hereof (except any taxes, assessments, encumbrances, charges, or liens subject to which such sale shall have been made).

(ii) To the payment of the whole amount then due and unpaid of the indebtedness of Debtor to Secured Party (including principal and interest) referred to in Paragraph 1(a) above;

(iii) To the payment of other amounts (including principal) then secured hereby, and

(iv) The surplus, if any, shall be paid to Debtor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(d) Secured Party shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to stop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral, pursuant to the terms hereof, shall not operate to release Debtor until full payment of any deficiency has been made in cash.

7. FCC Approval.

Notwithstanding anything to the contrary contained herein, Secured Party or court-appointed Receiver shall not take any action pursuant to this Security Agreement which would constitute or result in any assignment of a license authorized by the FCC for the operation of the Station or any change of control of the licensee of the Station if such assignment of license or change of control would require under then existing law (including the written rules and regulations promulgated by the FCC), the prior approval of the FCC, without first obtaining such prior approval of the FCC. Debtor agrees to take or cause to be taken, by Debtor, any actions which Secured Party may lawfully request in order to obtain and enjoy the full rights and benefits granted to Secured Party by this Security Agreement and each other agreement, instrument, and document delivered to Secured Party in connection herewith, including specifically, at Debtor's own cost and expense, the use of Debtor's commercially reasonable efforts to assist in obtaining approval of the FCC for any action or transaction contemplated by this Security Agreement which is then required by law.

8. Inspection of Records.

Debtor shall, during normal business hours and upon reasonable advance notice, allow Secured Party, by or through any of its officers, agents, attorneys, or accountants, to examine, inspect, or make extracts from Debtor's books and records with respect to the Collateral and to arrange for verification or inspection of the Collateral. Debtor shall furnish to Secured Party, upon reasonable request, additional statements of any

Collateral, together with all notes or other papers evidencing the same and any guaranty, securities, or other documents or information relating thereto.

9. Notices, Demands, and Requests.

All notices, demands, and communications required or permitted to be given under the provisions of this Security Agreement shall be in writing and shall be deemed duly given (i) when given if personally delivered, (ii) as shown on the receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) on the date sent as shown by a machine-generated delivery confirmation, if sent by facsimile transmission on a regular business day in the State in which the addressee resides or, if not sent on a business day, then on the next business day after the date sent, or (iv) on the delivery date in the records of a nationally recognized courier guaranteeing delivery. The Parties may also communicate with each other informally by telephone or electronic transmission, but such method shall not be used for any notice that has legal significance or consequences. Notices to the Parties may be given as follows:

- (a) If to Secured Party:
Jeff Chang
171 Main St. #200
Los Altos, CA 94022
Email: changmedia@aol.com
- (b) If to Debtor:
One Ministries, Inc.
Keith Leitch
P.O. Box 1118
Santa Rosa, CA 95402
Email: keith@leitch.tv

or any such other address as each Party may from time to time designate for itself in writing.

10. No Waiver by Secured Party.

By exercising or failing to exercise any of its rights, options, or elections hereunder, Secured Party shall not be deemed to have waived any breach or Event of Default on the part of Debtor or to have released Debtor from any of the obligations secured hereby, unless such waiver or release is in writing and is signed by Secured Party.

11. Further Security Agreements.

From time to time, Debtor will execute such further instruments as Secured Party may reasonably require, in order to protect, preserve, and maintain the security interest granted hereby. Secured Party shall execute and deliver to Debtor, at Debtor's expense, termination statements at such time that all indebtedness and all obligations to Secured

Party have been satisfied in full.

12. Attorney Fees.

All charges, expenses, and costs, including but not limited to reasonable attorneys' fees and appellate counsel fees, which may be reasonably incurred in the enforcement of this Security Agreement, shall be paid to the prevailing Party by the other Party hereto.

13. Assignment.

This Agreement may not be assigned or transferred by Debtor without the prior written consent of Secured Party. Secured Party shall have the unconditional right to assign or transfer this Agreement and shall notify Debtor of any such action in writing within thirty (30) days of such assignment or transfer. No such permitted assignment shall, however, release the assigning Party from any of its obligations under this Agreement or related documents, except with the express written consent of the other Party.

14. Binding upon Successors.

All agreements, covenants, conditions, and provisions of this Security Agreement shall inure to the benefit of Secured Party and its successors and assigns and shall apply to and bind the successors and permitted assigns of Debtor hereto, and also the successors in interest to Debtor in substantially all of the Collateral.

15. Captions.

The captions or headings at the beginning of each paragraph hereof are for the convenience of the Parties only and are not a part of this Security Agreement.

16. Governing Law, Venue.

This Security Agreement shall be construed in accordance with the laws of the State of California. In the event of a dispute between the Parties which could include but not be limited to the following, the Parties agree to submit the dispute to arbitration utilizing a single Arbitrator and to be bound by any decision or award rendered therein.

(a) The interpretation and enforcement of any of the provisions of this Security Agreement; or

(b) Enforcement of Liquidated Damages and a determination of that amount.

(c) Whether either Party is in breach of any portion of this Security Agreement; or

(d) Whether that breach is a "material breach".

17. Counterparts.

This Security Agreement may be executed in multiple counterparts each of which shall be deemed an original and all of which taken together shall be but a single instrument.

18. Amendment.

This Security Agreement can be amended, modified, or rescinded only by a writing expressly referring to this Security Agreement, signed by all of the Parties hereto.

19. Invalidity of Provisions.

Every provision of this Security Agreement is intended to be severable. In the event that any term or provision hereof is declared by a court to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable, then to the extent possible all of the other provisions shall nonetheless remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed or caused this Security Agreement to be executed as of the day and year first above written by the duly authorized officers. This Security Agreement may be executed in counterparts.

DEBTOR
ONE MINISTRIES, INC.

BY: _____
Keith Leitch

SECURED PARTY
JEFF CHANG

BY: _____
Jeff Chang

SCHEDULE 1

All proceeds from any sale, assignment or transfer of the permits, licenses, approvals and authorizations issued by the Federal Communications Commission for KQSL-TV, Ft. Bragg, California, Facility ID# 8378 (the "Station").

The Tangible Personal Property contained at Exhibit B of the Asset Purchase Agreement:

The call letters KQSL (or replacements) and associated good will and going concern value of the Station.

Exhibit E
Asset Purchase Agreement for K11WP-D/San Francisco

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of _____, 2018 by and between One Ministries, Inc. (“Seller”) and Jeff Chang (“Buyer”).

RECITALS

A. Seller holds a license to operate Low Power Digital Television Station K11WP-D (Facility ID: 182962) (the “Station”), pursuant to authorizations issued by the Federal Communications Commission (the “FCC”), as set forth in **Exhibit A** hereto (the “Authorizations”);

B. Seller owns and leases certain contracts, assets, and property used and useful in the operation of the Station, as set forth on **Exhibit B** hereto (the “Property”);

C. Seller desires to assign and Buyer wishes to acquire and assume the Authorizations and the Property (collectively, the “Assets”) for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, assign and deliver to Buyer on the Closing Date, and Buyer agrees to purchase, accept, and assume on the Closing Date, the Assets.

1.2 Purchase Price. The purchase price for the Assets shall be One Dollar (\$1.00) (the “Purchase Price”) for the transfer of Low Power Digital Television Station K11WP-D (Facility ID: 182962).

1.3 Non-Refundable Deposit. None.

1.4 Payment of Purchase Balance (Prior to Payments Due on Promissory Note). At Closing, Buyer shall pay Seller the sum of One Dollar (\$1.00) in cash.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms except as the enforceability of this

Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 Absence of Conflicting Agreements. Subject to obtaining the FCC Consent, the execution, delivery and the performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound; and (iii) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets.

2.3 Authorizations. The Authorizations have been validly issued, are in full force and effect, and Seller is the authorized legal holder thereof. To the best of Seller's knowledge, there are no other permits, licenses or authorizations that have been issued by any governmental agency relating to the Station. The Authorizations comprise all of the authorizations required by the FCC for the operation of the Station, in accordance with applicable laws. Seller is operating the Station in compliance with the Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the "Communications Laws"). There is not now pending, or threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of such Authorizations, and Seller has not received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws in all material respects.

2.4 Title Documents. The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets, free and clear of all liens.

2.5 Tangible Personal Property. **Exhibit B** hereto contains a list of all tangible personal property owned by Seller that is used or useful in the operation of the Station in the manner and to the full extent the Station is presently operated. Seller owns and has, and will have on the Closing Date, good and marketable title to the tangible personal property. Each material item of tangible personal property is being sold "AS IS" from Seller to Buyer, and does not include any warranties of merchantability, nor any warranties neither expressed or implied.

2.6 Consents. Except for the FCC Consent, no consent, approval, permits or authorization of, or declaration to or filing with, any governmental or regulatory authority, or any other third party, is required to (i) consummate this Agreement and the transactions contemplated hereby or (ii) permit Seller to assign or transfer the Assets to Buyer.

2.7 Claims and Legal Actions. There is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the Station, nor does Seller know or have reason to be aware of any basis for the same.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Legal Authority. Buyer is an individual who is legally qualified to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

3.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

SECTION 4. SELLER'S COVENANTS

4.1 Generally. Seller shall not cause or permit, by any act or failure to act, the Authorizations to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or adverse modification of the Authorizations.

4.2 Contracts. Seller will not enter into any contract or commitment relating to the Assets or the Station or incur any obligation (including obligations relating to the borrowing of money or the guaranteeing of indebtedness) that will be binding on Buyer after Closing without Buyer's written consent.

4.3 Notification. Seller shall promptly notify Buyer in writing of any unusual or material developments with respect to the status of the Assets, and of any material change in any of the information contained in Seller's representations and warranties contained in Section 2 of this Agreement.

SECTION 5. SPECIAL COVENANTS AND AGREEMENTS

5.1 FCC Consent.

(a) The assignment of the Authorizations pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.

(b) Seller and Buyer shall promptly prepare the Assignment Application and Seller shall file the Assignment Application with the FCC no later than Ten (10) Business Days following the Closing of the purchase of WQSL from by One Ministries, Inc. by Jeff Chang. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable commercial efforts to obtain a grant of the application as expeditiously as practicable. Each party shall bear its own costs in connection with the preparation, filing, and prosecution of the Assignment Application, except that Buyer and Seller each shall be liable for no more than one-half of the filing fee associated with the Assignment Application.

SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment by Seller or waiver by Buyer prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted without the imposition on Buyer of any material conditions that need not be complied with by Buyer under Section 6.1 hereof, and Seller shall have complied with any conditions imposed on it by the FCC Consent; provided, however, that if any petitions to deny, informal objections or other objections are filed against the Assignment Application, the FCC Consent shall have become final.

(d) Governmental Authorizations. Seller shall be the holder of the Authorizations, and there shall not have been any modification of the Authorizations that could have a material adverse effect on the Station. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the Authorizations.

(e) Deliveries. Seller shall stand ready to deliver to Buyer on the Closing Date a duly executed assignment in the form of **Exhibit C** attached hereto, a bill of sale, any other documents and instruments of assumption that may be appropriate, any required consents for contracts being assigned, and appropriate releases for any security interests granted in the Assets.

(f) No Proceedings. There shall be no suit, action, claim, investigation, inquiry or proceeding instituted or threatened or an order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which (i) questions the validity or legality of any transaction contemplated hereby, (ii) seeks to enjoin any transaction contemplated hereby, (iii) seeks material damages on account of the consummation of any transaction contemplated

hereby or (iv) is a petition of bankruptcy by or against Seller or is an assignment by Seller for the benefit of creditors.

6.2 Conditions to Obligations of Seller. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment by Buyer or waiver by Seller prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) Deliveries. Buyer shall stand ready to deliver to Seller on the Closing Date the Purchase Price (less the Non-Refundable Deposit) and to assume and undertake to perform Seller's obligations under the Assets as they relate to the time on or after the Closing Date.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any material conditions that need not be complied with by Seller under Section 6.1 hereof and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

SECTION 7. CLOSING

The Closing shall take place at a date and time to be set by Buyer on at least five days' written notice to Seller, that is not earlier than the first business day after the FCC Consent is granted and not later than ten business days after the FCC Consent is granted.

SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred sixty (60) days after the FCC's consent of the Assignment Application, or if any petitions to deny, informal objections or other objections are filed against the Assignment Application, the Closing has not

occurred thirty (30) days after the FCC Consent has become final; and if the FCC Consent shall not have been received within nine months of the filing of the FCC Assignment Application.

(d) Breach. Without limiting Seller's rights under any other clause hereof, if Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within thirty days after Buyer has received written notice of such breach from Seller.

8.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred sixty (60) days after the FCC's consent of the Assignment Application, or if any petitions to deny, informal objections or other objections are filed against the Assignment Application, the Closing has not occurred thirty (30) days after the FCC Consent has become final; and if the FCC Consent shall not have been received within nine months of the filing of the FCC Assignment Application.

(d) Breach. Without limiting Buyer's rights under any other clause hereof, if Seller has failed to cure any material breach of any of its representations, warranties, covenants or conditions under this Agreement within thirty days after Seller has received written notice of such breach from Buyer.

8.3 Rights on Termination. If this Agreement is terminated pursuant to Section 8.1 or 8.2 and neither party is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets.

SECTION 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES

9.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for a period of twelve months.

9.2 Indemnification by Seller. Seller hereby agrees to indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from (i) any untrue representation, breach of warranty, or omission or nonfulfillment of any covenant by Seller contained in this Agreement or in any certificate, schedule, document, or instrument delivered to

Buyer under this Agreement, (ii) any liabilities of Seller or the Station not assumed by Buyer hereunder, and (iii) any obligations or liabilities arising from the operation of the Station prior to Closing.

9.3 Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller harmless against and with respect to, and shall reimburse Seller for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from (i) any untrue representation, breach of warranty, or omission or nonfulfillment of any covenant by Buyer contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Seller under this Agreement, (ii) any liabilities of Seller or the Station assumed by Buyer hereunder, and (iii) any obligations or liabilities arising from the operation of the Station after the Closing.

SECTION 10. MISCELLANEOUS

10.1 Fees and Expenses. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Seller. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

10.2 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Buyer: Jeff Chang
 171 Main St. #200
 Los Altos, CA 94022
 Email: changmedia@aol.com

If to Seller: One Ministries, Inc.
 Keith Leitch
 P.O. Box 1118
 Santa Rosa, CA 95402
 Email: keith@leitch.tv

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

10.3 Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto; provided, however, that Buyer may assign its rights and obligations under this Agreement to (a) any entity controlled by Buyer, or

(b) any entity that is legally, financially and otherwise qualified to acquire the Assets under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, without first obtaining Seller's prior approval. Upon any permitted assignment by Buyer or Seller in accordance with this Section, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.4 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

10.5 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.

10.6 Entire Agreement. This Agreement and the schedules hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

10.7 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

10.8 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

SELLER

By: _____ Date _____
Keith Leitch, President
One Ministries

BUYER

By: _____ Date _____
Jeff Chang, President-Owner

Exhibit A
Authorizations

K11WP-D FCC License

Exhibit B
Property

Lumantek Amigo Exciter
100 watt Com-Tech mask filter
30 watt Anywave amplifier
CL-713/HRM log periodic antenna