

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Agreement") is made as of December 21, 2020 by and between Pinestone Broadcasting, LLC., a California for-profit corporation ("Licensee"), and One Ministries, Inc., a California non-profit corporation ("OMI").

WHEREAS, Licensee holds a construction permit to flash cut an LPTV station digital to better serve Lakeport, California, (K15FJ-D, FIN: 65787) (the "Station") and desires to construct the facilities of the Station, and OMI has agreed to provide and lease certain equipment to Licensee to make the desired improvements;

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Equipment for Construction. Licensee will construct the transmission facilities of the Station, including, without limitation, installation on a tower facility of an LPTV antenna and transmission line, installation of a transmitter, and such related equipment as may be necessary (collectively, the "Equipment"), as further described on Exhibit A hereto.
2. Equipment Rented and Rental Rate. OMI has available the Equipment necessary for the construction desired by Licensee. Commencing on the date of installation and acceptance of the Equipment by Licensee (the "Start Date"), OMI hereby leases to Licensee the use of all of the Equipment listed on Exhibit A hereto for One Dollar \$1.00 per year.
3. Term. The term shall commence on the Start Date and extend through the second year anniversary of the date upon which the Station commences broadcasting pursuant to program test authority, provided, however, that this Agreement shall terminate, and Licensee shall concurrently deliver the Equipment back to OMI, as of the closing of the transaction contemplated by the Option Agreement entered into between Licensee and OMI by which OMI acquired an option to purchase the assets and FCC licenses of the Station (the "Option Agreement"). If the Option Agreement is terminated due to a breach by Licensee of its obligations under the Option Agreement, this Agreement may be terminated by OMI at any time on or after the date thereof and Licensee shall promptly deliver the Equipment to OMI.
4. Maintenance and Repair of Equipment. After installation, Licensee shall maintain and repair the Equipment in the ordinary course of business and according to standards of good engineering practice. OMI shall be responsible for major repairs above and beyond reasonable preventative maintenance.
5. Ownership; Disclaimer of Representations and Warranties. The parties hereto expressly agree that throughout the term of this Agreement, ownership of the

Equipment and all right, title and interest therein shall remain vested solely in OMI. OMI makes no representations or warranties whatsoever with respect to any item of the Equipment, or its suitability for the purposes intended hereunder, and Licensee agrees that it is leasing and using such Equipment at its own risk.

6. Insurance. The parties agree to mutually maintain reasonable amounts of fire and casualty insurance on the Equipment and shall each name the other as additional insureds with respect to the Equipment.
7. Mutual Indemnity and Waiver. Each party shall indemnify and hold harmless the other party from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from the indemnifying party's negligence with respect to use, maintenance or operation of the Equipment or the negligence of any employee, agent or contractor of such indemnifying party, and each party further waives any and all claims against the other party for Damages resulting from any failure of the Equipment, any manufacturing defect therein, or any other Damages with respect thereto, including any third party actions.
8. Force Majeure. Neither party shall be liable to the other party for any event or occurrence that is caused by an event of force majeure as that term is understood in the broadcast industry, or that is otherwise beyond the reasonable control of a party. Failure by a party to timely perform any duty hereunder caused by an event of force majeure shall not be a breach of this Agreement.
9. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, except with regard to its choice of law rules.
10. Counterparts. This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile or electronic mail transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Lease Agreement on the date first above written.

LICENSEE:

PINESTONE BROADCASTING, LLC

By: 

Dan Nelson, President

OMI:

ONE MINISTRIES, INC.

By: 

Keith Leitch, President

Schedule A

Equipment:

Scala CL1469 Antenna

½" Feedline

30 watt Superior Broadcast Amplifier

6 pole mask filter

Anywave Exciter

KTECH Receiver

Receive log periodic Antenna