

Indemnity & Hold Harmless Agreement

March 5, 2019

RECITALS:

*WHEREAS*, Harvest Bible Chapel wishes to sell the broadcast timeslots it owns to Trinity Christian Center of Santa Ana, Inc., a church and California religious non-profit corporation (“TCCSA”); and,

*WHEREAS*, TCCSA has agreed to purchase the broadcast timeslots owned by Harvest Bible Chapel; and,

*WHEREAS*, in consideration of TCCSA agreeing to purchase the broadcast time slots, Harvest Bible Chapel agrees to indemnify TCCSA for any legal action brought against, as a result of the purchase of the broadcast time slots.

NOW THEREFORE IT IS AGREED:

1. **Indemnification.** Harvest Bible Chapel agrees to indemnify, and hold TCCSA, its past, present, and future directors, officers, employees and agents and its successors and assigns, harmless from and against any and all costs, damages, reasonable attorney fees (including, but not limited to court costs and reasonable counsel fees) which arise by reason of, or in consequence of, any legal action against TCCSA arising from the execution and funding of the Amendment to Loan Documents For Purchase of 2880 Vision Court, Aurora, Illinois 60506 (hereafter “Amendment”) In furtherance of such indemnity:

a. TCCSA shall have the right to incur such reasonable expenses in handling a claim by defending a legal action brought against TCCSA from the execution and funding of the Amendment as TCCSA shall deem necessary, including but not limited to the expense for investigative, accounting, collection, litigation costs and reasonable legal services (including in-house counsel).

b. TCCSA shall have the right to reimbursement of its reasonable expenses, and reasonable attorney fees, within thirty (30) days of receipt of acceptable evidence of a payment and documentation received by Harvest Bible Chapel, made by TCCSA.

c. TCCSA shall have the exclusive right to decide and determine whether any legal action, suit, or judgment against TCCSA relating to the execution and funding of the Amendment, shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and TCCSA's determination shall be final, conclusive and binding upon Harvest Bible Chapel; provided however, that Harvest Bible Chapel shall have the right to consent to any TCCSA settlement of any legal action relating to the execution and funding of the Amendment.

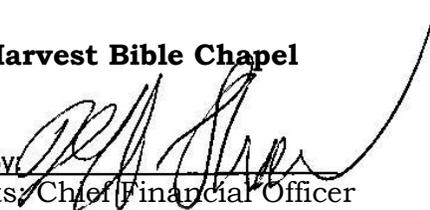
2. **Selection of Counsel.** If TCCSA is made a party to a legal action arising out of the execution and funding of the Amendment, then Indemnitee shall have the right to employ TCCSA's own counsel of TCCSA's own choosing and the reasonable fees and/or expenses of TCCSA's counsel for such matter shall be at the sole expense of Harvest Bible Chapel as provided in this Agreement.

3. **Expenses.** For purposes of this Agreement, references to "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other reasonable disbursements or reasonable expenses in connection with defending of any legal action against TCCSA arising out of the execution and funding of the Amendment. Expenses also shall include Expenses incurred in connection with any appeal relating to any legal action against TCCSA arising out of the execution and funding of the Amendment, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent.

4. **Successors and Assigns.** This Agreement shall be binding upon Harvest Bible Chapel and its successors and assigns and shall inure to the benefit of TCCSA and TCCSA's past, present, and future directors, officers, employees and agents and its successors and assigns.

5. **Legal Capacity.** Harvest Bible Chapel represents and warrants that (1) the person executing this Agreement has the right, power, legal capacity, and authority to enter into and perform the obligations stated herein on the behalf of Harvest Bible Chapel and that Harvest Bible Chapel has taken all necessary actions to authorize the execution and delivery of this Agreement; (2) that the execution and performance of this Agreement do not, and will not, violate any provisions of Articles or Certificate of Incorporation, its By-Laws, or any contract or other agreement to which it is a party and (3) that no further approval or consent of any person or entity is necessary for them to enter into perform the obligations contained in this Agreement.

**Harvest Bible Chapel**

By:   
Its: Chief Financial Officer