

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (the “Agreement”) is made and entered into as of @ date (the “Effective Date”), by and between O’Keefe Media Group (“OMG”) a Delaware corporation (the “Distributor”), and @ name (the “Lessee”).

RECITALS

Lessee desires to lease certain equipment and technology and other intellectual property from Distributor relating to recording technology—chiefly cameras, and Distributor desires to lease such equipment and technology and other intellectual property to Lessee, upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the parties mutually agree as follows:

1. Lease.

(a) *Grant*. Distributor will lease to Lessee the equipment described in “Products and Services” on Exhibit A (the “Equipment”) during the Term, along with a non-exclusive license to use the Equipment and related technology under all intellectual property rights in the equipment and technology on the terms and conditions set forth in this Agreement. Distributor further grants to Lessee for the Term a non-exclusive license under all copyrights in any works of authorship provided by Lessee to Distributor (“Works”) to reproduce, display, perform, or make derivative works from such Works in the context of Lessee’s use of the Equipment.

(b) *Term*. The term of this Agreement (the “Term”) shall automatically renew for subsequent period of the same length as the initial Term unless the Lesse gives written notice of termination and returns the Equipment in good working condition.

(c) *Fees*. Lease fees for return of the Equipment shall be payable in the amounts, at the times and in the manners described in “Payment Schedule” on Exhibit A (the “Lease Fees”). All amounts due under this Agreement shall be paid to Distributor at its address as specified in this Agreement or at such other place as Distributor may designate in writing, without notice or demand, and without abatement, setoff, counterclaim, or deduction of any amounts whatsoever, except as otherwise provided in this Agreement. All amounts due and owing to Distributor under this Agreement but not paid on the due date thereof shall bear interest at the rate of the lesser of: (i) twelve percent per annum; and (ii) the maximum lawful interest rate permitted under applicable law. Such interest shall accrue on the balance of unpaid amounts from time to time outstanding from the date on which portions of such amounts become due and owing until payment thereof in full.

2. Time of Performance.

Distributor agrees to begin performance of its obligations upon the execution of this Agreement promptly, and agrees that the Equipment will be delivered to Lessee undamaged and in good working order, no later than 10 working days.

3. Limitation of Warranties by Distributor.

(a) Distributor warrants that the Equipment shall meet the descriptions and criteria and shall be as warranted as set forth on Exhibit A. Distributor further warrants that (i) all items shall be delivered in a good, workmanlike and professional manner and (ii) the Equipment shall be (1) of the highest grade and quality unless otherwise specified and shall conform to the specifications, drawings, samples, or other description furnished by Distributor or specified by Lessee, (2) fit and sufficient for the purpose disclosed by Distributor, and (3) of good material and workmanship and free from defect.

(b) Distributor and Lessee specifically agree that the Equipment is provided to be used in a lawful manner in the jurisdiction in which it is operated. The Equipment is not being distributed to engage in eavesdropping or any illegal recording. Accordingly, and in addition to the limitations set forth in the Agreement, Lessee agrees that, should Distributor be sued for personal injury allegedly caused by product used by Lessee, Lessee shall defend, indemnify and hold harmless Distributor and Distributor's Representatives as set forth in Section 12 of the Agreement.

(c) NEITHER PARTY, NOR ITS TRANSFEREES OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF BUSINESS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATION OR WARRANTY BY A PARTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY A PARTY AS TO THE EQUIPMENT SHALL BE BINDING ON THAT PARTY.

4. Representations.

(a) Lessee hereby represents that, with respect to this Agreement: (i) the individual executing such document is duly authorized to do so; and (ii) such document constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(b) Distributor hereby represents that, with respect to this Agreement: (i) the execution, delivery and performance thereof by Distributor have been duly authorized by all necessary corporate action; (ii) the individual executing such document is duly authorized to do so; and (iii) such document constitutes a legal, valid and binding obligation of Distributor, enforceable against Distributor.

5. Title.

Distributor shall at all times retain title to the Equipment, and Lessee shall not represent otherwise to any person or entity. Lessee shall not change or remove any insignia or lettering that is on the Equipment or that is thereafter placed thereon indicating Distributor's ownership thereof; and at any time during the term of this Agreement, upon request of Distributor, Lessee shall affix to the Equipment, in a prominent place, labels, plates or other markings supplied by Distributor stating the owner of the Equipment. Lessee shall indemnify Distributor and defend Distributor's title against all persons claiming against (through actions other than actions of Distributor) or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever resulting from, by, or under any acts of Lessee including, but not limited to, liens, attachments, levies and executions, and shall give Distributor immediate written notice thereof and shall indemnify Distributor from any loss caused thereby. Lessee shall execute and deliver to Distributor, upon Distributor's request, such further instruments and assurances as Distributor deems reasonably necessary or reasonably advisable for the confirmation or perfection of Distributor's rights hereunder. Lessee acknowledges that this Agreement does not confer on Lessee any rights to use Distributor's graphic designs, copyrights, trademarks, trade dress, trade secrets, know-how or any other intellectual property owned or controlled by Distributor that is not expressly included in the definition of Confidential Information or "Equipment."

6. Care and Use of Equipment.

Except for damage or repairs due to the acts or omissions of Distributor or its employees, agents or contractors, Lessee at its own cost and expense shall maintain the Equipment in good operating condition, repair and appearance, and Lessee shall protect the same from deterioration, other than normal wear and tear. Lessee shall use the Equipment in the regular course of business only, within its normal capacity, without abuse, and in the manner contemplated by the parties as of the date of this Agreement. Lessee shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use and operation of the Equipment, and shall not make any modification, alteration or addition to the Equipment. Neither Lessee nor its employees, agents or representatives shall tamper with, disassemble, revise, engineer or otherwise examine the manual workings of the Equipment. If through the negligence of Lessee or the breach of this Agreement by Lessee repairs are required of Distributor then Lessee shall reimburse Distributor for all reasonable costs incurred by Distributor in making such repairs or performing such maintenance, if Lessee has not made such repairs or performed such maintenance within a reasonable time following Distributor's written notice to Lessee. The repair cost reimbursed shall not exceed the distributor unit cost.

7. Relationship of the Parties.

The relationship between Distributor and Lessee shall not be construed to be that of employer and employee, and shall not constitute a partnership, joint venture or agency of any kind. Neither party shall have any right to enter into any contracts or commitments in the name of, or on behalf of, the other, or to bind the other in any respect whatsoever. In addition, neither party shall obligate or purport to obligate the other by issuing or making any affirmations, representations, warranties or guaranties with respect to the Equipment to any third party.

8. Indemnification.

(a) Except to the extent caused by the negligent acts or omissions of Distributor or its officers, directors, employees, agents or contractors (the “Distributor Representatives”) or by the breach of this Agreement by Distributor, Lessee shall indemnify, protect and hold Distributor and the Distributor Representatives harmless from all claims, demands, suits or actions (including attorney fees incurred in connection therewith) that may be asserted against Distributor or any Distributor Representative relating to (i) Lessee’s indemnification obligations contained in Section 5(b), (ii) acts of negligence or willful conduct by Lessee or any Lessee Representative in connection with the Equipment, or (iii) Lessee’s breach of this Agreement. These indemnification obligations shall continue in full force and effect notwithstanding the termination of this Agreement.

(b) In the event a claim against an indemnified party arises to which the indemnity of this section is applicable, notice shall be given promptly by the indemnified party to the indemnifying party. In connection with any claim, the parties shall cooperate with each other and provide each with access to relevant books and records in their possession, as well as necessary employees or other agents.

9. Risk of Loss.

Except to the extent caused by the acts or omissions of Distributor or any Distributor Representative or arising out of a breach of this Agreement by Distributor, Lessee shall bear the entire risk of the Equipment being lost, destroyed or otherwise unfit or unavailable for use from any cause whatsoever (an “Event of Loss”) after it has been delivered by the Distributor to the common carrier for shipment to Lessee. If an Event of Loss shall occur with respect to the Equipment, Lessee shall promptly notify Distributor of that fact in writing. Except to the extent caused by the acts or omissions of Distributor or any Distributor Representative or arising out of a breach of this Agreement by Distributor, within 30 days Lessee shall pay to Distributor an amount equal to the Lease Fee payment due and payable with respect to the Equipment on or prior to such date, plus a sum equal to the residual value of the Equipment as of the date of such payment (which, for purposes of this Agreement, shall be determined in good faith by Distributor and Lessee in direct relation to the value of the portion of the Equipment deemed to have been lost).

10. Default.

Notwithstanding anything to the contrary contained in this Agreement, if any one of the following events (an “Event of Default”) shall occur, then to the extent permitted by applicable law, the non-defaulting party shall have the right, but not the obligation, to exercise any one or more of the remedies set forth in Section 13 below:

(a) Lessee fails to pay any Lessee Fee or other payment under this Agreement when due and after receiving written notice of non-payment from Distributor does not make such payment within three business days;

(b) any representation or warranty of either party made in this Agreement shall prove to have been false or misleading in any material respect as of the date when it was made;

(c) either party breaches any covenant, warranty or agreement hereunder, and such breach continues for 10 business days after receipt of written notice of such breach, or such additional reasonable time (not to exceed 60 days) if such breach cannot reasonably be cured in such 10 business day period; or

(d) either party is dissolved, becomes insolvent or makes an assignment for the benefit of creditors, a receiver, trustee, conservator or liquidator of all or a substantial part of its assets is appointed with or without its application or consent or a petition is filed or consented to such party under the Federal Bankruptcy Code or other law of the United States or of any other competent jurisdiction, or under any insolvency law or laws providing for the relief of debtors, or a petition or other proceeding is filed or commenced against such party thereunder and not dismissed or stayed within 30 days thereafter.

11. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default by Lessee, in addition to any rights or remedies available at law or in equity, Distributor may, at its option, exercise any one or more of the following remedies:

(i) cause Lessee to (and Lessee agrees that it will), upon written demand of Distributor and at Lessee's expense, promptly return to Distributor at a location in the continental United States designated by Distributor the Equipment in accordance with all of the terms of this Agreement.

(ii) exercise any other right that may be available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement as to the Equipment; or

(iii) (exclusive of any one or more of the foregoing remedies), by written notice to Lessee, cause Lessee to (and Lessee agrees that it will) pay to Distributor (as liquidated damages for loss of a bargain and not as a penalty) on the date specified in such notice an amount equal to the then present value of all unpaid payments due under this Agreement that, absent an Event of Default, would have been payable under this Agreement for the full Term, and in such event Lessee shall enjoy the same rights and privileges and retain the same obligations (other than the obligation to pay Lease Fees) for the balance of the Term and at the end of the Term as if no default had occurred and all lease fee obligations had been prepaid in full or otherwise satisfied completely. In addition, Lessee shall continue to be liable for all covenants and indemnities under this Agreement and for all attorney fees and other costs and expenses incurred by Distributor, including, but not limited to, placing any Equipment in the condition required by this Agreement upon redelivery.

(b) Upon the occurrence and during the continuance of an Event of Default by Distributor, in addition to any rights or remedies available at law or in equity, Lessee may, at its

option, terminate this Agreement and return the Equipment without further obligation to Distributor.

(c) No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; and the rights or remedies provided herein or by applicable law will not be considered an election of remedies, waiver of either party's rights hereunder or under applicable law or termination or surrender of this Agreement.

12. Compliance with Laws.

Both parties warrant that their performance under this Agreement shall be rendered in material accordance with all applicable laws, rules, regulations and ordinances.

13. Modification.

No modification or change may be made in this Agreement except by a writing signed by a duly authorized representative of each party.

14. Assignment.

Except by Lessee to a subsidiary or commonly controlled affiliate, or except in the case of a sale of the Facility, this Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by the Lessee without the prior written consent of the Distributor. Distributor may, without Lessee's consent, assign or transfer this Agreement or the Equipment, any fees or other sums due or to become due under this Agreement, and in such event Distributor's assignee or transferee shall have all the rights, obligations, powers, privileges and remedies of Distributor under this Agreement, and Lessee's obligations hereunder shall not be subject to any defense, offset or counterclaim available to Lessee against Distributor. In any case of assignment by either party, the assigning party shall remain liable to the other party for the rights, obligations, powers, privileges and remedies of the other party with respect to such assignee.

15. Other Prohibitions Related to the Lease and Equipment.

Without the prior written consent of Distributor, such consent not to be unreasonably withheld, Lessee shall not: (a) sublease any of the Equipment; or (b) create or incur, or permit to exist, any lien or encumbrance with respect to any of the Equipment, or any part thereof.

16. Notice.

Any and all notices, requests, instructions and other communications required or permitted to be given under this Agreement after the date hereof by any party hereto to any other party may be delivered personally or by e-mail to support@okeefemediagroup.com, and shall be effective in the use of personal delivery or e-mail, when received.

17. Waiver.

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of the parties. Further, the waiver by either party of any right or the failure to enforce at any time any of the provisions of this Agreement, or any related rights, shall not be deemed to be a waiver of any other rights or any breach or failure of performance of the other party.

18. Miscellaneous.

(a) *Severability.* If any provision of this Agreement is declared invalid or unenforceable, this Agreement shall endure except for the part declared invalid or unenforceable. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

(b) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) *Entire Agreement.* This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect and sets forth the entire agreement between Distributor and Lessee with respect to the subject matter hereof. In the event of a conflict between the Development Agreement and this Agreement, the terms of this Agreement shall control.

(d) *Specific Performance.* In addition to such other remedies as may be available under applicable law, the parties acknowledge that the remedies of specific performance and/or injunctive relief shall be available and proper if either party fails or refuses to perform its duties or fulfill its covenants hereunder.

(e) *Force Majeure.* No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including without limitation war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duties to perform obligations set forth in this Agreement shall be suspended.

(f) *Governing Law.* This Agreement shall be construed in accordance with the laws of the state of Florida without giving effect to the principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

LESSEE:

By:

Name:

Title:

DISTRIBUTOR:

O'Keefe Media Group

By:

Name:

Title:

EXHIBIT A

EQUIPMENT	LEASE RATE PER MONTH	DEPOSIT
OMG Button Camera Kit	\$97	\$150
OMG Coffee Cup Lid Camera	\$97	\$150
OMG Cellphone Camera	\$97	\$150