

LEASE AGREEMENT

BETWEEN

**CANAAN TAIWANESE CHRISTIAN CHURCH,
AS LANDLORD**

AND

**WORLD MISSION PRAYER CENTER,
AS TENANT**

DATED JANUARY 1, 2009

**1904 SILVERWOOD AVENUE AND
184 AND 196 FARLEY AVENUE
MOUNTAIN VIEW, CALIFORNIA**



BASIC LEASE INFORMATION

Lease Date: January 1, 2009

Landlord: Canaan Taiwanese Christian Church

Tenant: World Mission Prayer Center

Premises: The building located at 1906 Silverwood Avenue in Mountain View, California (the "*Church*") and the buildings located at 184 and 196 Farley Avenue in Mountain View, California (the "*Residences*").

Land: The real property on which the Premises are located, which real property is legally described on Exhibit A attached hereto and incorporated herein by reference.

Term: Three (3) years, unless earlier terminated in accordance with the terms of this Lease.

Minimum Rent: Minimum Rent calculated in accordance with Section 3(b) of this Lease.

Rent: Minimum Rent, Additional Rent, and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

Rent Commencement Date: January 1, 2009.

Tenant Improvement Allowance: None.

Security Deposit: None..

Permitted Use: With respect to the Church, for the operation of a church and any ancillary activities related thereto. With respect to the Residences, for residential purposes only.

Renewal Option: None.

Tenant's Address: For all Notices:
World Mission Prayer Center
[196 Farley St.]
[Mountain View, CA] 94043.
Attention: [Tai Koan Lee]
Tel: [650-965-4288]
Fax: [650-965-4288]

Landlord's Address

For all Notices:

Canaan Taiwanese Christian Church

[9405 Foothill Ct.]

[San Jose, CA 94134]

Attention: [Chris Lin]

Telephone: [408-942-2822]

Facsimile: [408-942-2825]

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

LANDLORD:

Canaan Taiwanese Christian Church

By: 

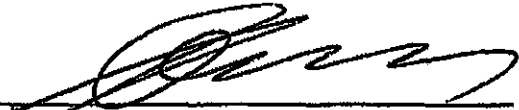
Name: Chris Y.K. Lin

Title: Vice Chair of Session & Consistory

Execution Date: Feb. 27, 2009

TENANT:

World Mission Prayer Center

By: 

Name: Mr. Koan Lee

Title: pastor

Execution Date: 2.27.09

John C. Yu
John C. YU
(elder) 2-27-09

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions and Basic Provisions.....	1
2. Premises.....	1
3. Rent	2
4. Delinquent Payment; Handling Charges	3
5. Reserved	3
6. Improvements; Alterations; Repairs; Maintenance; Utilities	3
7. Use and Care of the Premises	5
8. Assignment and Subletting.....	5
9. Insurance; Waivers; Subrogation; Indemnity	5
10. Condemnation.....	7
11. Fire or Other Casualty	8
12. Taxes	8
13. Events of Default.....	9
14. Remedies	9
15. Payment by Tenant; Non-Waiver; Cumulative Remedies.....	11
16. Surrender of Premises.....	11
17. Holding Over	12
18. Termination by Landlord.....	12
19. Miscellaneous	12

LEASE

THIS LEASE AGREEMENT (this "*Lease*") dated as of January 1, 2009, for reference purposes only, is between CANAAN TAIWANESE CHRISTIAN CHURCH, a California non-profit religious corporation ("*Landlord*"), and WORLD MISSION PRAYER CENTER, a California non-profit religious corporation ("*Tenant*").

1. Definitions and Basic Provisions.

The definitions and basic provisions set forth in the Basic Lease Information (the "*Basic Lease Information*") executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease:

"*Building's Structure*" means the Building's exterior walls, roof, elevator shafts (if any), footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams;

"*Building's Systems*" means the Building's HVAC system and the Building's life-safety, plumbing, electrical and mechanical systems;

"*including*" means including, without limitation;

"*Laws*" means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting this Lease or the Premises, and "*Law*" means any of the foregoing;

"*Option Agreement*" means that certain Option Agreement executed by and between Landlord and Tenant, dated as of February 27th, 2009, pursuant to which Landlord has granted Tenant an option to purchase the Premises and the Land.

"*Rent*" means Minimum Rent and Additional Rent;

"*Tenant Party*" means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, and licensees.

2. Premises

(a) Lease Grant. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises and the Land.

(b) Tender of Possession. Landlord shall tender possession of the Premises and Land to Tenant on the date hereof (the "*Commencement Date*"). By entering the Premises, Tenant accepts the Premises in its "AS-IS" condition existing as of the date of such entry. No promise of Landlord to alter, remodel or improve the Premises and no representation respecting the condition of the Premises has been made by Landlord to Tenant. Tenant shall at its sole cost and expense strictly comply with all existing or future applicable Laws, including zoning ordinances and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, or to the use, storage, generation or disposal of Hazardous Materials (as defined below). Tenant shall at its sole cost and expense obtain any and all licenses or permits necessary for Tenant's use

of the Premises. Tenant shall at its sole cost and expense promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted. Tenant shall not do or permit anything to be done in, on, under or about the Premises or bring or keep anything which will in any way increase the rate of any insurance upon the Premises or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord harmless from and against any loss, cost, expense, damage, attorneys' fees or liability arising out of the failure of Tenant to comply with any Law. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease.

3. Rent.

(a) Payment. Except as otherwise expressly provided herein, during the Term, Tenant shall pay to Landlord, Rent, without notice, demand, deduction, set-off or abatement by good and sufficient check, or via electronically transmitted funds. Payment shall be made at Landlord's address provided for in this Lease, or as otherwise specified by Landlord from time to time. The obligations of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations.

(b) Minimum Rent. During the Term, Tenant shall pay to Landlord Minimum Rent in advance on a monthly basis. The monthly installment of Minimum Rent for the month of January 2009 in the amount of \$19,500 ($= 1/12 \times \$5,200,000 \times 4.5\%$) and the second installment of Minimum Rent for the month of February 2009 in the amount of \$16,875 ($= 1/12 \times \$4,500,000 \times 4.5\%$) shall be payable contemporaneously with the execution of this Lease; thereafter, Minimum Rent shall be payable on the first day of each month during the Term (each, a "Payment Date"). Commencing on March 1, 2009, the amount of Minimum Rent due on each Payment Date shall be equal to: 1/12 of the Bank Rate (defined below) multiplied by the difference between \$5,200,000 and the sum of all Option Payments (as defined in the Option Agreement) received by Landlord prior to such Payment Date (the "Balance"); provided that the Balance will be calculated for purposes of readjusting the Minimum Rent as a result of an Option Payment no more than once per calendar quarter. If the Balance is increased pursuant to Section 5(d) of the Option Agreement as a result of a Payment Default, the Minimum Rent shall be readjusted effective as of the month immediately following such Payment Default. The "Bank Rate" as used herein shall mean the interest per annum charged by Landlord's mortgage lender, which shall be subject to change upon receipt of notice from Landlord's mortgage lender. The Bank Rate in effect on the date hereof is 4.5%. If Landlord receives a notice of a change in the Bank Rate, the Minimum Rent for the month immediately following the date of Landlord's receipt of such notice shall be calculated based on such Bank Rate.

(c) Additional Rent. In addition to Minimum Rent, during the Term, Tenant shall pay, as "Additional Rent" all other amounts, expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay, because of or in connection with this its ownership, management, maintenance, repair, replacement and operation of the Premises or under this Lease, including, but not limited to, payments for the right-of-way lease granted to Landlord by the San Francisco Public Utilities Commission and the other costs and expenses listed on the Expense Schedule provided to Tenant by Landlord. This Lease is a "triple net lease" and shall, except as otherwise specifically provided herein, be absolutely net to Landlord, free of any charges, assessments, impositions or deductions of any kind. Tenant's obligation to pay the Rent payable hereunder shall be absolute and unconditional under any and all circumstances, except as otherwise specifically provided herein, and shall not be terminated, extinguished, diminished, lost or otherwise impaired by any circumstance of any character, except as otherwise specifically provided herein. Accordingly, all costs, expenses and obligations of every kind and character whatsoever relating to the Premises, or any improvements thereon, which may arise or become due during the Term, shall be paid by Tenant, and Landlord shall be indemnified and held

harmless by Tenant from and against the same. Tenant shall pay Additional Rent prior to delinquency following receipt of an invoice for such Additional Rent from Landlord or the insurer or taxing authority as applicable. Except as otherwise specified provided herein, the Rent shall not be subject to any abatement and the payments thereof shall not be subject to any setoff, deduction, reduction or diminution for any reason whatsoever, including any present or future claims of Tenant against Landlord under this Lease or otherwise.

(d) Notices of Adjustments in Rent. If the Minimum Rent is adjusted pursuant Section 3(b), Landlord shall provide Tenant with a notice of adjustment of Minimum Rent stating the adjusted Minimum Rent and the calculation resulting in such adjusted Minimum Rent no later than five (5) days prior to the Payment Date on which such adjusted Minimum Rent is due.

4. Delinquent Payment: Handling Charges.

Tenant acknowledges that late payment by Tenant to Landlord of Rent and other charges provided for under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult or impracticable to fix. Therefore, if any installment of Rent or any other charge due from Tenant is not received by Landlord within seven (7) days of the date due, Landlord shall be entitled to an additional sum equal to five percent (5.0%) of the amount overdue as a late charge ("*Late Charge*") for every month or portion thereof that the Rent or other charges remain unpaid. The parties agree that this Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Landlord shall have the right to deduct the delinquent Rent and the Late Charge from the Option Payments received by Landlord under the Option Agreement.

5. Reserved.

6. Improvements; Alterations; Repairs; Maintenance; Utilities.

(a) Improvements; Alterations. No alterations, modification or physical additions in or to the Premises (an "*Alteration*") may be made without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall not be required to obtain Landlord's consent for any cosmetic alteration, such as painting, carpeting, or other wall or floor finishes, movable partitions or other such work (a "*Cosmetic Alteration*"), which is not structural in nature and does not require the issuance of a building permit. Prior to commencing any Alterations, including a Cosmetic Alteration, Tenant shall deliver to Landlord written notice containing a description of the proposed Alteration, a list of contractors and subcontractors to perform the work and any plans and specifications therefor (for informational purposes only as to Cosmetic Alterations). All Alterations requiring the consent of the Landlord shall be constructed in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. All Alterations, including Cosmetic Alterations, shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all Laws. All such Alterations shall remain the property of Tenant until the expiration or earlier termination of this Lease, at which time they shall be and become the property of Landlord; provided, however, that Landlord may, at Landlord's option, require that Tenant, at Tenant's expense, remove any or all Alterations made by Tenant and restore the Premises by the expiration or earlier termination of this Lease, to their condition existing prior to the construction of any such Alterations. All such removals and restoration shall be accomplished in a first-class and good and workmanlike manner so as not to cause any damage to the Premises. Notwithstanding the foregoing, if Tenant exercises the Option to purchase the Church and/or the Residences, the Alterations shall not become property of the Landlord and Landlord may not require that Tenant remove any of the Alterations. Tenant shall be responsible for and shall pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or

charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against its Alterations.

(b) Repairs; Maintenance. Tenant shall maintain the Premises in a safe and operable condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Without limiting the foregoing, Tenant shall maintain all plumbing and electrical systems and all equipment and fixtures within or serving the Premises and all areas, improvements and systems exclusively serving the Premises, in each case, in good operating order and condition and in accordance with all Laws; and Tenant shall, at its sole cost and expense, make all needed repairs and replacements to all of the foregoing items. If Tenant fails to make such repairs or replacements within thirty (30) days after the occurrence of such damage, then Landlord may make the same at Tenant's cost.

(c) Performance of Work. All work described in this Section 6 shall be performed only by licensed and reputable contractors and subcontractors. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord as an additional insured against such risks, in such amounts, and with such companies as Landlord may reasonably require. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner.

(d) Mechanic's Liens. All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises or the Buildings. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within thirty (30) days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises or any part thereof, or any interest of Landlord therein, or the imposition of a civil or criminal fine with respect thereto), either (1) pay the amount of the lien and cause the lien to be released of record, or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same in connection with any work performed by Tenant. At least ten (10) days prior to beginning the construction of any Alteration, Tenant shall give Landlord notice of the expected commencement date of the construction, so that Landlord may record, at its election, notices of non-responsibility pursuant to California Civil Code Section 3094.

(e) Utilities. Tenant shall provide and maintain the facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewerage service to the Premises, each to the extent required by Tenant. Tenant shall contract directly with all utility providers and shall be responsible at its sole cost for providing any meters or other devices required by such utility providers for the measurement of utilities supplied to the designated point of service. Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises (including all tap fees and similar assessments made in connecting the Premises to such utilities) and any maintenance charges or hook-up fees therefor.

7. Use and Care of the Premises.

Tenant shall occupy and use the Premises only for the Permitted Use, and shall comply with all Laws relating to this Lease and/or the use, maintenance, condition, access to, and occupancy of the Premises. Tenant shall at all times and at its own expense clean, keep and maintain in good order, condition and repair every part of the Premises. Tenant's repair and maintenance obligations shall include all structural parts of the buildings and improvements, roof structure, foundations, plumbing and sewage facilities within the Premises, exterior and interior walls and ceiling, floors, windows, doors, entrances, HVAC systems, all electrical facilities and equipment, and all other systems and equipment of every kind and nature located in, upon or about the Premises. Tenant and shall maintain the Premises in accordance with this Lease and shall keep the Premises safe and free from deterioration and waste.

8. Assignment and Subletting.

(a) Transfers. This Lease has been negotiated with and is granted to Tenant. Accordingly, this Lease is personal to Tenant, and Tenant's rights granted hereunder do not include the right to assign this Lease or sublease the Premises, or to receive any excess, either in installments or lump sum, over the Rent which is expressly reserved by Landlord as hereinafter provided, except as otherwise expressly hereinafter provided. Tenant shall not assign or pledge this Lease or sublet the Premises or any part thereof, whether voluntarily or by operation of law, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, or suffer or permit any such assignment, pledge, subleasing or occupancy, without Landlord's prior written consent except as provided herein.

(b) Change in Ownership. If Tenant is a corporation, a transfer of corporate shares by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings) resulting in a change in the present control of such corporation or any of its parent corporations by the person or persons owning a majority of said corporate shares, shall constitute an assignment for purposes of this Lease. If Tenant is a partnership, joint venture, unincorporated limited liability company or other unincorporated business form, a transfer of the interest of persons, firms or entities responsible for managerial control of Tenant by sale, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change in the present control of said entity and/or of the underlying beneficial interests of said entity and/or a change in the identity of the persons responsible for the general credit obligations of said entity shall constitute an assignment for all purposes of this Lease.

(c) Liability. No assignment or subletting by Tenant, permitted or otherwise, shall relieve Tenant of any obligation under this Lease or alter the primary liability of the Tenant named herein for the payment of Rent or for the performance of any other obligations to be performed by Tenant. Landlord may collect rent or other amounts or any portion thereof from any assignee, subtenant, or other occupant of the Premises, permitted or otherwise, and apply the net rent collected to the Rent payable hereunder, but no such collection shall be deemed to be a waiver of this Section 8, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of the obligations of Tenant under this Lease. Any assignment or subletting which conflicts with the provisions hereof shall be void.

9. Insurance; Waivers; Subrogation; Indemnity.

(a) Tenant's Insurance. Effective as of the earlier of (1) the date Tenant enters or occupies the Premises, or (2) the Commencement Date and continuing throughout the Term, Tenant shall maintain the following insurance policies: (A) commercial general liability insurance in amounts of \$1,000,000 per occurrence (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy, Tenant shall obtain

such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require), insuring Tenant, and as an additional insured, Landlord and if requested in writing by Landlord, any existing mortgagee of Landlord, against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises and Land, (B) insurance covering the full value of all alterations and improvements and betterments in the Premises, naming Landlord and any existing mortgagee of Landlord as additional insureds, and (C) insurance covering the full value of all trade fixtures and personal property (including property of Tenant or others) in the Premises, and (D) "Causes of Loss - Special Form" property insurance covering the full replacement cost of the Premises. Tenant shall furnish to Landlord certificates of such insurance coverages required hereunder prior to the Commencement Date and at least fifteen (15) days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies reasonably satisfactory to Landlord. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof. Tenant shall, at Tenant's expense, comply with all commercially reasonable insurance company requirements pertaining to the use of the Premises and Land. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Section 9 is, in Landlord's reasonable judgment, less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Section 9.

(b) Landlord's Insurance. Throughout the Term of this Lease, Landlord shall maintain commercial general liability insurance with limits no less than those required of Tenant under Section 9(a). The cost of such insurance shall constitute Additional Rent and Tenant shall reimburse Landlord for the cost of such insurance. Such insurance shall name Tenant as an additional insured and shall be from such companies and on such other terms and conditions as Landlord may from time to time reasonably determine. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, and all such additional insurance shall constitute Additional Rent.

(c) No Subrogation; Waiver of Property Claims. Landlord and Tenant each waive any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property (a "Property Loss"), to the extent the same is insured against under any insurance policy covering the Premises, or Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such Property Loss. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

(d) Indemnity. Subject to Section 9(c), Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience (a "Loss") (1) occurring in or at the Premises or on the Land, or arising out of the use or occupancy of the Premises or Land by Tenant, or (2) arising out of the negligence or willful misconduct of Tenant, its agents or employees, or (3) arising from any breach or default by Tenant under

this Lease (collectively, "*Tenant's Insurable Risks*"); provided, however, that Tenant shall not be required to indemnify Landlord for any Loss arising from the gross negligence or willful misconduct of Landlord, its agents or employees to the extent such Loss is not covered by insurance carried by or required to be carried by Tenant hereunder.

Subject to Section 9(c), Landlord shall defend, indemnify, and hold harmless Tenant and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) for any Loss (1) arising out of the gross negligence or willful misconduct, of Landlord, its agents or employees, or (2) any breach or default by Landlord under this Lease ("*Landlord's Insurable Risks*"). In no event shall Landlord be required to indemnify Tenant for any Loss arising from the negligence or willful misconduct of Tenant, its agents or employees, to the extent such Loss is not covered by insurance carried by or required to be carried by Landlord hereunder. The indemnities set forth in this Lease shall survive the termination or expiration of this Lease. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

10. Condemnation.

(a) Total Taking. Landlord shall give Tenant notice of the commencement of condemnation proceedings affecting the entire Premises or all of the Land and the entire Premises, any portion of the Premises and/or the Land. Tenant may, at its option to be exercised within ten (10) days of Seller's notice of the commencement of condemnation proceedings, (i) terminate this Lease, effective as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor or (ii) exercise the Option under the Option Agreement. If Buyer fails to terminate this Lease within the aforesaid 10-day period time period, Buyer shall be deemed to have elected to terminate this Lease.

(b) Partial Taking. If any part of Premises or Land becomes subject to a taking and such taking, in Tenant's reasonable judgment, will prevent Tenant from conducting on a permanent basis its business in the Premises in a manner reasonably comparable to that conducted immediately before such taking, then Tenant may terminate this Lease as of the date of such taking by giving written notice to Landlord within thirty (30) days after the taking, and Minimum Rent and Additional Rent shall be apportioned as of the date of such taking. If Tenant does not terminate this Lease, then Minimum Rent and Additional Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(c) Temporary Taking. If all or any portion of the Premises becomes subject to a Taking for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Minimum Rent and all other amounts required hereunder. If any such temporary Taking terminates prior to the expiration of the Term, Tenant shall restore the Premises as nearly as possible to the condition prior to such temporary Taking, at Tenant's sole cost and expense, provided that if Tenant exercises the Option to purchase all or any portion of the Premises and the Land under the Option Agreement and closes on the purchase, Tenant shall not be obligated to restore the portion of the Premises and the Land purchased. Landlord shall be entitled to receive the entire award for any such temporary Taking, except that Tenant shall be entitled to receive the portion of such award which (1) compensates Tenant for its loss of use of the Premises within the Term and (2) reimburses Tenant for the reasonable out-of-pocket costs actually incurred by Tenant to restore the Premises as required by this Section.

(d) Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Premises, the improvements, and Land; however, Tenant may separately

pursue a claim against the condemnor for the value of any trade fixtures and personal property which cannot be removed therefrom, together with moving costs and loss of business. Notwithstanding the foregoing, if Tenant exercises the Option under the Option Agreement and closes on the purchase of the Premises and the Land prior to the date of the taking, Tenant shall be entitled to the condemnation award relating to the portion of the Premises and the Land purchased by Tenant.

11. Fire or Other Casualty.

(a) Tenant's Rights. If the Premises are damaged by fire or other casualty (a "Casualty") such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and the damage caused thereby cannot be repaired within one hundred twenty (120) days after the commencement of repairs (the "Repair Period"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within sixty (60) days after the Casualty. In addition, if a Casualty damages the Premises and (1) the damage to the Premises exceeds 50% of the replacement cost thereof (excluding foundations and footings), as reasonably estimated by Tenant, and such damage occurs during the last year of the Term, or (2) regardless of the extent of damage to the Premises, the damage is not fully covered by Tenant's insurance policies, then Tenant may terminate this Lease by giving written notice of its election to terminate to Landlord within sixty (60) days after the Casualty.

(b) Repair Obligation. If Tenant elects not to terminate this Lease following a Casualty, then Tenant shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; including alterations or betterments within the Premises made by or on behalf of Tenant, and equipment, trade fixtures and personal property of Tenant in the Premises. If this Lease is terminated under the provisions of this Section 11, Landlord shall be entitled to the proceeds of the insurance policies providing coverage for all of Landlord's alterations, improvements and betterments in the Premises existing as of the Commencement Date, and Tenant shall be entitled to the proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises installed and paid for by Tenant following the Commencement Date.

(c) Waiver of Statutory Provisions. The provisions of this Lease, including this Section 11 constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises or the Building.

12. Taxes.

(a) Personal Property Taxes. Tenant shall be liable for all taxes levied or assessed against personal property or fixtures placed by Tenant in or on the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within fifteen (15) days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder.

(b) Tax Payment. Tenant shall pay all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Premises and Land, and any other

charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority based upon the privilege of renting the Premises or upon the amount of rent collected therefor, whether they be by taxing districts or authorities presently taxing the Premises or by others subsequently created or otherwise (collectively, "Taxes"); however, "Taxes" shall not include inheritance, estate, succession, transfer, gift, franchise, net income or profit tax imposed upon Landlord, or penalties imposed upon Landlord for Landlord's delinquent payment of Taxes. Taxes shall also be deemed to include any special taxing district assessment which is imposed in order to fund public facilities for the area in which the Premises is located. Tenant shall either, at Tenant's election, remit payment for such Taxes directly to the applicable taxing authority or to Landlord within fifteen (15) days of receipt of Landlord's invoice therefor (the "Tax Payments").

13. Events of Default.

Each of the following occurrences shall be an "Event of Default" under this Lease:

(a) Payment Default. Tenant's failure to pay Rent within seven (7) days after the date Rent is due (each, a "Payment Default"), provided that Landlord shall not have the right to terminate this Lease as a result of such failure unless and until Tenant has suffered six Payment Defaults in total, regardless of whether such Payment Defaults relate to Rent covering consecutive months or non-consecutive months.

(b) Failure to pay Annual Option Payment under the Option Agreement. Tenant's failure to make an Annual Option Payment (as defined in the Option Agreement) within 120 days after the date such Annual Option Payment is due under the Option Agreement.

(c) Termination of the Option Agreement. Termination of the Option Agreement by Tenant.

(d) Other Defaults. Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Tenant written notice thereof (any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar or successor law), or such longer period of time as may be reasonably required in order to complete a cure, so long as Tenant commences such cure within such 30-day period and thereafter diligently pursues such cure as reasonably determined by Landlord to completion.

(e) Insolvency. The filing of a petition by or against Tenant (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) in any assignment for the benefit of creditors.

14. Remedies.

Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions, each and all of which shall be cumulative and non-exclusive, without notice or demand whatsoever:

(a) Termination of Lease. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the

Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(1) the worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(4) any other amount necessary which is to compensate Landlord for all the detriment caused by Tenant's failure to perform Tenant's obligations under this Lease, or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord: (i) in retaking possession of the Premises, (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new tenant or tenants: (iii) for leasing commissions or (iv) for any other costs necessary or appropriate to relet the Premises.

The term "*rent*" as used in this Section 14(a) shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 14(a)(1) and 14(a)(2) above, the "*worth at the time of award*" shall be computed by allowing interest at the lesser of twelve percent (12%) per annum and the maximum lawful rate of interest permitted by applicable law (the "*Default Rate*"). As used in Section 14(a)(3) above, the "*worth at the time of award*" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Tenant waives redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179, or under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any default of Tenant hereunder.

(b) Enforcement of Lease. Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

(c) Efforts to Relet. For the purposes of this Section 14, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

(d) Perform Acts on Behalf of Tenant. Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate.

15. Payment by Tenant; Non-Waiver; Cumulative Remedies.

(a) Payment by Tenant. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (4) performing Tenant's obligations which Tenant failed to perform, and (5) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of the state of California shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) Cumulative Remedies. Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

16. Surrender of Premises.

No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials placed on the Premises during the Term, broom-clean, reasonable wear and tear (and condemnation as to which Section 10 shall control, and Casualty, if Tenant elects to terminate the Lease under Section 11) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures (which, for purposes of this sentence, shall not include carpeting, floor coverings, attached shelving, lighting fixtures, wall coverings, or similar improvements), furniture, and personal property placed in the Premises or elsewhere in the Premises by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally, at Landlord's option, Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, signs, equipment, wiring, conduits, cabling and furniture as Landlord may request. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. The provisions of this Section 16 shall survive the end of the Term. Notwithstanding the foregoing, if (i) this Lease terminates in connection with Tenant's exercise of the Option under the Option Agreement and (ii) Tenant purchases the Premises, Tenant shall not be obligated to surrender the Premises to Landlord in accordance with this Section 16 and the obligations under this Section 16 shall not survive termination of the Lease.

17. Holding Over.

If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay to Landlord, as an occupancy charge, an amount equal to one hundred and fifty percent (150%) of the then current fair market rental value for the Premises prorated on a per diem basis, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 17 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender. Notwithstanding the foregoing, if (i) this Lease terminates in connection with Tenant's exercise of the Option under the Option Agreement and (ii) Tenant purchases the Premises, Tenant shall not be obligated to vacate the Premises at the end of the Term and the obligations of this Section 17 shall not apply to Tenant.

18. Termination by Landlord.

If and when the Tenant closes on the purchase and sale of both the Church Parcel and the Residential Parcel (as defined in the Option Agreement) this Lease shall terminate automatically without any further action by either Landlord or Tenant effective as of such closing date. If Tenant exercises the Option under the Option Agreement with respect to only one of the parcels (the "*Option Parcel*") Landlord shall have the option to terminate this Lease with respect to the other parcel (the "*Non-Option Parcel*"). Within fifteen (15) days of Landlord's receipt of the "Notice of Exercise" with respect to the Option Parcel under Section 9 of the Option Agreement, Landlord shall inform Tenant whether Landlord has elected to terminate this Lease with respect to the Non-Option Parcel. If Landlord does not provide Tenant with such notice, Landlord shall be deemed to have elected to terminate this Lease with respect to the Non-Option Parcel. If Landlord elects to terminate, or is deemed to have elected to terminate, this Lease with respect to the Non-Option Parcel, the Lease will terminate effective as of the date of closing on the purchase and sale of the Option Parcel automatically and without further documentation, and Tenant shall vacate and surrender possession of the Non-Option Parcel in accordance with Section 16 of this Lease.

19. Miscellaneous.

(a) Landlord Transfer. If Landlord shall transfer its interest in the Premises, Land, and/or this Lease, Landlord shall be released from all liability and obligations under this Lease that accrue after the effective date of transfer, subject to the following restrictions:

(1) Landlord shall not be released from the obligations under the Lease, unless the transferee agrees in writing, for the benefit of Tenant to assume Landlord's obligations under the Lease from and after the date of transfer;

(2) If Landlord assigns its interest in this Lease to a lender as additional security, this assignment shall not release Landlord from its obligations under the Lease; and

(3) This section does not release Landlord from its obligations or liabilities under the Lease that accrue before the date of the transfer.

(b) Consequential Damages. Notwithstanding anything herein to the contrary, Landlord shall not be liable to Tenant for any consequential damages.

(c) **Force Majeure.** Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, lock-outs, labor troubles, inability to procure standard materials, failure of power, restrictive governmental laws, regulations or orders, or governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations) that is not the result of the action or inaction of the party claiming such delay, riots, civil unrest or insurrection, war, terrorism, bioterrorism, fire, earthquake, flood or other natural disaster, unusual and unforeseeable delay that results from an interruption of any public utilities (e.g., electricity, gas, water, telephone) or other unusual and unforeseeable delay not within the reasonable control of the party delayed in performing work or doing acts required under the provisions of this Lease.

(d) **Brokerage.** Landlord has not dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant has not dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

(e) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within fifteen (15) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request, in substantially the form attached as Exhibit C. If Tenant does not deliver to Landlord the certificate signed by Tenant within such required time period, Landlord, any existing mortgagee of Landlord and any prospective purchaser or mortgagee, may conclusively presume and rely upon the following facts: (1) this Lease is in full force and effect, (2) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (3) not more than one annual installment of Minimum Rent and other charges have been paid in advance; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent or other charges; and (5) Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of the presumed facts. Landlord may modify the form of estoppel certificate as required by any existing mortgagee of Landlord's or a prospective purchaser or mortgagee of the Premises or to include such other confirmatory statements regarding the terms and conditions of this Lease as Landlord might reasonably request.

(f) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (2) sent by a nationally recognized overnight courier service, or (3) sent by facsimile transmission during normal business hours (as evidenced by fax confirmation). All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments; Binding Effect; No Electronic Records.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. Landlord and Tenant hereby agree not to conduct the transactions or communications contemplated by this Lease by electronic means, except by facsimile transmission as specifically set forth in Section 18(f); nor shall the use of the phrase "*in writing*" or the word "*written*" be construed to include electronic communications except by facsimile transmissions as specifically set forth in Section 18(f). The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

(j) **No Merger.** Unless the parties agree otherwise in writing, there shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or Land or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises and Land, or any interest in such fee estate.

(k) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(l) **Waiver of Jury Trial.** **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.**

(m) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California.

(n) **Attorneys' Fees.** In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein, shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. The attorney's fees associated with the preparation and negotiation of this Lease shall be shared equally between Landlord and Tenant.

(o) **Authority.** Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located, and that each person signing on behalf of Tenant has full right and authority to execute and deliver this Lease and is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord is a duly formed and existing entity qualified to do

business in the state in which the Premises are located, and that each person signing on behalf of Landlord has full right and authority to execute and deliver this Lease and is authorized to do so.

(p) Hazardous Materials. The term "*Hazardous Materials*" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Premises, except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Laws. If Tenant breaches its obligations under this Section 18(p), Landlord may, at its option and without any obligation to do so, immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Notwithstanding anything contained in Section 9(d), Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of clean up and remediation) arising from Tenant's failure to comply with the provisions of this Section 18(p). This indemnity provision shall survive termination or expiration of this Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease shall be dated as of the date first above written. If the execution date is left blank, this Lease shall be deemed executed as of the date first written above.

LANDLORD:

**CANAAN TAIWANESE CHRISTIAN
CHURCH**

By: 

Name: Chris Y.K. Lin

Title: Vice Chair of Session & Consistory

Execution Date: Feb. 27, 2009

TENANT:

WORLD MISSION PRAYER CENTER

By: 

Name: Tai Koan Lee

Title: Pastor

Execution Date: 2, 27, 09

John C. Yu 2-27-09
John C. YU
(elder)

**SIGNATURE PAGE TO
LEASE AGREEMENT**

EXHIBIT A

Legal Description of Premises

EXHIBIT B

Form Tenant Estoppel Certificate

ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Lease Agreement (the "Lease") made and entered into as of February 27th, 2009 by and between Canaan Taiwanese Christian Church, as Landlord, and the undersigned as Tenant, for Premises and Land located at [1904 Silverwood Avenue and/or 184 and 196 Farley Avenue], Mountain View, California, certifies as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Schedule A represent the entire agreement between the parties as to the Premises. Terms used herein and not defined shall have the meaning set forth in the Lease.
2. The undersigned currently occupies the Premises and Land described in the Lease.
3. The Lease Term commenced on January 1, 2009, and the Lease Term expires on December 31, 2011.
4. Minimum Rent became payable on January 1, 2009.
5. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as follows: _____.
6. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:
_____.
8. All monthly installments of Base Rent, and Additional Rent have been paid when due through _____ . The current monthly installment of Base Rent is _____.
9. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder.
10. There is no Security Deposit held by Landlord.
11. No rental has been paid more than one (1) month in advance.
12. As of the date hereof, there are no existing defenses or offsets that the undersigned has against Landlord nor have any events occurred that with the passage of time or the giving of notice, or both, would constitute a default on the part of Landlord under the Lease.
13. The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord or to a prospective mortgagee, or a prospective purchaser, and acknowledges that said prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in making the loan

or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of making of such loan or acquisition of such property.

14. If Tenant is a corporation or partnership, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

Executed at Mt View, CA on the 27th day of Feb., 2009.

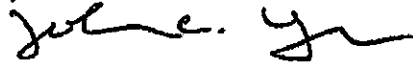
"TENANT":

WORLD MISSION PRAYER CENTER

By: 

Name: Tai Koon Lee

Title: Pastor



John C. Yu 2-27-09
(Elder)

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), is entered into as of February 27th 2009, by and between CANAAN TAIWANESE CHRISTIAN CHURCH, a California non-profit religious corporation ("Owner"), and WORLD MISSION PRAYER CENTER, a California non-profit religious corporation ("Optionee").

RECITALS

A. Owner is the owner of that certain real property located at 1904 Silverwood Avenue (the "Church Parcel") and the real property located at 184 and 196 Farley Avenue (the "Residential Parcels"; together with the Church Parcel, the "Property") in the City of Mountain View, County of Santa Clara, State of California, as more particularly described in the Prior Church PSA (defined below) and the Prior Residential PSA (defined below), respectively.

B. Owner and Optionee have previously entered into (i) that certain Commercial Property Purchase Agreement and Joint Escrow Instructions attached hereto as Exhibit A and incorporated herein (the "Prior Church PSA") and (ii) that certain Residential Purchase Agreement and Joint Escrow Instructions attached hereto as Exhibit B and incorporated herein (the "Prior Residential PSA").

C. Pursuant to the terms of the Prior Church PSA and the Prior Residential PSA, Optionee has made earnest money deposits in the aggregate amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000) (the "Prior Deposit").

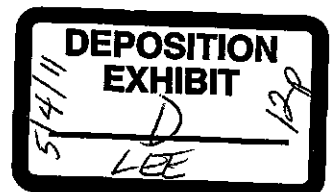
D. Optionee has requested that Owner agree to restructure the transaction contemplated under the Prior Church PSA and the Prior Residential PSA to provide Optionee with additional time to complete the acquisition of the Church Parcel and/or the Residential Parcels.

E. Owner and Optionee desire to terminate the Prior Church PSA and the Prior Residential PSA, and Owner desires to grant to Optionee an option to purchase the Church Parcel and/or the Residential Parcels on the terms set forth herein.

F. Contemporaneously herewith, Owner and Optionee have entered into that certain Lease Agreement dated as of the date hereof, pursuant to which Owner has agreed to lease to Optionee, and Optionee has agreed to lease from Owner, the Property (the "Lease").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective Date. The effective date of this Agreement is January 1, 2009 (the "Effective Date").



2. **Termination of Prior Church PSA and Prior Residential PSA.** The Prior Church PSA and Prior Residential PSA are hereby terminated and shall be of no further force or effect. Neither Owner nor Optionee shall have any further rights or obligations under such agreements, except for any surviving obligations thereunder. The Prior Church PSA and Prior Residential PSA may be reinstated, however, as modified and in accordance with the terms and provisions of this Agreement if Optionee timely exercises the Option as provided below.

3. **Grant of Option to Purchase.** Owner hereby grants to Optionee an option to purchase from Owner (i) the Church Parcel upon the terms, covenants and conditions set forth in the Original Church PSA, as modified by this Agreement, and (ii) the Residential Parcels upon the terms, covenants and conditions set forth in the Original Residential PSA, as modified by this Agreement (the "**Option**"), provided that Optionee delivers the Notice of Exercise (defined below) to Owner in accordance with **Section 9** below.

4. **Option Term.** The term of the Option (the "**Term**") shall be the period commencing on the Effective Date, and ending at 2:00 p.m. California time on the third (3rd) anniversary of the Effective Date, unless sooner terminated pursuant to the terms hereof. If the Option is not exercised in accordance herewith on or prior to the end of the Term, the Option shall automatically and without requiring further documentation, terminate and cease to be of force and effect.

5. **Option Consideration.**

a. As consideration for the Option, Optionee shall pay to Owner, in immediately available funds, an amount of up to Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000) (the "**Option Consideration**") as follows:

(i) **Initial Option Consideration.** Prior to the date hereof, Optionee paid to Owner the sum of \$700,000 (the "**Initial Option Consideration**"), which amount included the Prior Deposit.

(ii) **Additional Option Payments.** Optionee shall pay to Owner installments of Option Consideration as follows (each, an "**Annual Option Payment**"): :

(1) If this Agreement has not been terminated and the Option has not been exercised prior to January 1, 2010, Optionee shall pay to Owner a minimum amount of \$1,500,000 on or before January 1, 2010.

(2) If this Agreement has not been terminated and the Option has not been exercised prior to January 1, 2011, Optionee shall pay to Owner an additional minimum amount of \$1,500,000 on or before January 1, 2011.

Optionee may elect to make payments of Option Consideration in addition to the Annual Payment of \$1,500,000 in any given year, provided that (i) payments of such additional amounts shall not be made more than once per calendar quarter, (ii) the amount of such additional payment shall not be in an amount that is less than \$250,000, and (iii) Optionee shall provide Owner with ten (10) business days' prior written notice of Optionee's intent to pay such additional amount and the amount of such intended payment. Such additional payments, the

Initial Option Consideration and each Annual Option Payment shall individually and collectively be referred to herein as "Option Payments".

b. The Option Consideration is and shall be deemed consideration solely for the granting of the Option by Owner. The Option Consideration shall be deemed earned when paid and shall be nonrefundable in all instances, except as expressly provided in this Agreement to the contrary; provided, however, that if the Option is exercised, the entire amount of the Option Payments paid by Optionee to Owner through the Option Exercise Date (defined below) shall be credited against the Purchase Price (defined below). If the Option Payments paid by Optionee prior to the Closing Date exceeds the Purchase Price, Owner shall return the excess amount to Optionee at Close of Escrow (as defined in the Prior Church PSA and the Prior Residential PSA).

c. Owner shall not be obligated to retain any of the Option Payments received in an interest bearing account. If Owner elects to deposit any of the Option Payments received in an interest bearing account, Optionee shall not be entitled to any interest accrued on such amounts and, if Optionee exercises the Option, such interest shall not be credited against the Purchase Price.

d. Upon a Payment Default under the Lease, Owner shall have the right to deduct the delinquent Rent (as defined in the Lease) and the applicable Late Charge (as defined in the Lease) which has accrued as a result of the Payment Default from the Option Payments received by Owner. Owner shall deduct the delinquent Rent and the Late Charge from the Option Payments received by Owner on the sixth (6th) after the Payment Date on which the payment was due if Optionee has not paid such Rent and the applicable Late Charge by such date.

e. On a semi-annual basis, Owner shall prepare and provide Optionee with a summary of the Option Payments received by Owner.

6. Amendments to Prior Church PSA. Optionee and Owner agree that the terms and conditions set forth in Exhibit A shall be amended and modified as follows:

a. Paragraph 1(D) (as amended by the Addendum) - Close of Escrow shall occur on or before thirty (30) days after the Option Exercise Date (as defined in Section 9 of this Agreement), as mutually agreed to by Optionee and Owner (the "Closing Date").

b. Paragraph 2(F) - The balance of the Purchase Price for the Church Parcel shall equal the Purchase Price (as defined in the Prior Church PSA) less any Option Payments paid by Optionee to Owner prior to the Closing Date which has not been otherwise applied toward the Purchase Price of the Residential Parcels under the Prior Residential PSA. Optionee shall pay such balance to Owner at the Close of Escrow.

c. Paragraph 17 and Addendum - Optionee acknowledges that Owner has already complied with the requirements of Paragraph 17(A) and (B) (as amended by the Addendum) and that all contingencies have already been approved and removed. Optionee acknowledges that under the terms of the Prior Church PSA, Optionee was afforded the opportunity to review title and to conduct such investigations and inspections of the Church

Parcel, and of all matters relating to the Church Parcel, as it deemed necessary or appropriate. Optionee represents to Owner that it completed all such review, investigations and inspections under the Prior Church PSA, that Optionee will be in occupancy and possession of the Church Parcel under the Lease, and Optionee acknowledges and agrees that it has approved or waived all such matters with respect to the Church Parcel

d. Paragraph 21 -- Paragraph 21 with respect to liquidated damages is hereby deleted and payments with respect to Optionee's failure to purchase the Church Parcel shall be governed by this Agreement.

7. **Amendment to Prior Residential PSA.** Optionee and Owner agree that the terms and conditions set forth in **Exhibit B** shall be amended as follows:

a. Paragraph 1(D) (as amended by the Addendum) - Close of Escrow shall occur on or before thirty (30) days after the Option Exercise Date (as defined in Section 9 of this Agreement), as mutually agreed to by Optionee and Owner (the "**Closing Date**").

b. Paragraph 2(F) -- The balance of the Purchase Price for the Residential Parcels shall equal the Purchase Price (as defined in the Prior Residential PSA) less any Option Payments paid by Optionee to Owner prior to the Closing Date which has not been otherwise applied toward the Purchase Price of the Church Parcel under the Prior Church PSA. Optionee shall pay such balance to Owner at the Close of Escrow.

c. Paragraph 14 and Addendum -- Optionee acknowledges that Owner has already complied with the requirements of Paragraph 17(A) and (B) (as amended by the Addendum) and that all contingencies have already been approved and removed. Optionee acknowledges that under the terms of the Prior Residential PSA, Optionee was afforded the opportunity to review title and to conduct such investigations and inspections of the Residential Parcels, and of all matters relating to the Residential Parcels, as it deemed necessary or appropriate. Optionee represents to Owner that it completed all such review, investigations and inspections under the Prior Residential PSA, that Optionee will be in occupancy and possession of the Residential Parcels under the Lease, and Optionee acknowledges and agrees that it has approved or waived all such matters with respect to the Residential Parcels.

d. Paragraph 16 -- Paragraph 16 with respect to liquidated damages is hereby deleted and payments with respect to Optionee's failure to purchase the Residential Parcels shall be governed by this Agreement..

8. **Purchase Price.** The term "**Purchase Price**" as used herein shall mean:

a. If Optionee exercises the Option to purchase both the Church Parcel and the Residential Parcels, \$5,200,000,

b. If Optionee exercises the Option to purchase only the Church Parcel, \$3,300,000, and

c. If Optionee exercises the Option to purchase only the Residential Parcels, \$1,900,000.

9. **Exercise of Option.** Optionee may exercise the Option at any time during the Term by delivering to Owner written notice of Optionee's exercise of the Option with respect to the Church Parcel and/or the Residential Parcels (the "**Notice of Exercise**"). The date on which Owner receives the Notice of Exercise is referred to herein as the "**Option Exercise Date**". If Optionee exercises the Option with respect to the Church Parcel, the purchase of the Church Parcel shall be on the terms and conditions set forth in the Original Church PSA, as amended by this Agreement. If Optionee exercises the Option with respect to the Residential Parcels, the purchase of the Residential Parcels shall be on the terms and conditions set forth in the Original Residential PSA, as amended by this Agreement. If Optionee only exercises the Option with respect to only one of the parcels (the "**Option Parcel**"), Owner shall have the right to terminate the Option with respect to the other parcel (the "**Non-Option Parcel**"). Within fifteen (15) days after Owner's receipt of the Notice of Exercise with respect to the Option Parcel, Owner shall inform Optionee as to whether Owner has elected to terminate the Option with respect to the Non-Option Parcel. If Owner does not provide a notice to Optionee regarding the Option with respect to Non-Option Parcel within such fifteen (15) day period, Owner shall be deemed to have elected to terminate the Option with respect to the Non-Option Parcel. If Owner elects to terminate, or is deemed to have elected to terminate, the Option with respect to the Non-Option Parcel shall automatically and without requiring further documentation, terminate and cease to be of force and effect.

10. **Termination of Agreement.**

a. In the event that (i) Optionee fails to validly exercise the Option in accordance with the terms of this Agreement prior to the expiration of the Term, or (ii) this Agreement automatically terminates or is terminated by either party as permitted under any provision of this Agreement (other than as a result of Optionee's exercise of the Option), then the Option shall become void and of no further force or effect and neither party shall have any further obligation to the other hereunder except with respect to any obligations which expressly survive termination. In such event, Owner shall return to Optionee any Option Payments received by Owner less any applicable Termination Fee (as defined herein), provided that Owner shall only be obligated to return such amount to Optionee if and when Owner has sold and transferred title to both the Church Parcel and the Residential Parcels to a third party.

b. In the event that the Option with respect to the Non-Option Parcel is terminated, Owner shall return to Optionee any Option Payments received by Owner less (i) any applicable Termination Fee (as defined herein) and (ii) any Option Payments credited towards the Purchase Price of the Option Parcel, provided that Owner shall only be obligated to return such amount to Optionee if and when Owner has sold and transferred title to both the Church Parcel and the Residential Parcels to a third party.

11. **Termination Fee.** Owner and Optionee agree that given the length of the Term of the Option provided by Owner to Optionee, the parties agree that if any of the following events occurs, Owner shall be entitled to receive in consideration for the Option granted by Owner to Optionee a termination fee as described below ("**Termination Fee**"):

a. In the event that this Agreement terminates as a result of an Optionee Event of Default, a Termination Fee in an amount determined in accordance with the schedule below, shall apply.

<u>Date of Termination</u>	<u>Termination Fee Retained by Owner</u>
January 1, 2009-December 31, 2009	\$250,000, plus any accrued but unpaid Rent due under the Lease and any expenses, including for repairs, which have not been performed by Optionee under the Lease through the date of termination
January 1, 2010-December 31, 2010	\$350,000, plus any accrued but unpaid Rent due under the Lease and any expenses, including for repairs, which have not been performed by Optionee under the Lease through the date of termination
January 1, 2011 – December 31, 2011	\$500,000, plus any accrued but unpaid Rent due under the Lease and any expenses, including for repairs, which have not been performed by Optionee under the Lease through the date of termination

b. In the event, Optionee elects to exercise the Option to purchase only the Church Parcel and elects not to purchase the Residential Parcels, a Termination Fee in an amount determined in accordance with the schedule below shall apply.

<u>Option Exercise Date</u>	<u>Termination Fee Retained by Owner</u>
January 1, 2009-December 31, 2011	\$225,000, plus any accrued but unpaid Rent due under the Lease and any expenses, including for repairs, which have not been performed by Optionee under the Lease through the date of termination

c. In the event Optionee elects to exercise the Option to purchase only the Residential Parcels and elects not to purchase the Church Parcel, a Termination Fee in an amount determined in accordance with the schedule below shall apply.

<u>Option Exercise Date</u>	<u>Termination Fee Retained by Owner</u>
January 1, 2009-December 31, 2010	\$225,000, plus any accrued but unpaid Rent due under the Lease and any expenses, including for repairs, which have not been performed by Optionee under the Lease through the date of termination
January 1, 2011 – December 31, 2011	\$317,308, plus any accrued but unpaid Rent due under the Lease and any expenses, including for repairs, which have not been performed by Optionee under the Lease through the date of termination

12. **Owner's Representations and Warranties.** Owner hereby represents and warrants to Optionee that Owner has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement is duly executed and delivered by Owner and does not violate any provisions of any organizational document governing the activity of Owner.

13. **Optionee's Representations and Warranties.** Optionee hereby represents and warrants to Owner that Optionee has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement is duly executed and delivered by Optionee and does not violate any provisions of any organizational document governing the activity of Optionee.

14. **Optionee Event of Default.** Each of the following events shall constitute an "**Optionee Event of Default**":

a. Optionee's failure to pay an Annual Option Payment when due, provided that if Optionee delivers such Annual Option Payment prior to the ninetieth (90th) day after such due date, such failure to pay shall not constitute an Optionee Event of Default.

b. Optionee's sixth (6th) failure to pay Rent when due under the Lease, regardless of whether such delinquent Rent payments are for consecutive months or non-consecutive months.

c. Optionee's election to terminate the Lease as a result of condemnation or casualty of the Property in accordance with Sections 10 and 11 of the Lease, respectively.

d. Optionee's termination of this Agreement by delivering written notice to Owner of its intent to terminate this Agreement.

15. **Exclusivity.** The Option shall be exclusive and personal to Optionee during the Term and may not be assigned without the prior written consent of Owner, which consent shall be given or withheld in Owner's sole and absolute discretion.

16. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be hand delivered, sent by overnight courier, or delivered by United States Mail, postage prepaid, certified, to the addresses listed below, unless otherwise designated by written notice. Notice shall be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered, or one (1) business day following deposit with a reputable overnight courier, or on the third (3rd) business day following deposit in the United States mail in the manner described above.

Owner: Canaan Taiwanese Christian Church
[4405 Fortran Ct.]
[San Jose, CA 95134]
Attention: [Chris Lin]

Optionee: World Mission Prayer Center
[196 Farley St]
[Mountain View, CA 94043]
Attention: [Tai Koan Lee]

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

17. **Lease Payments.** Payments of Rent made under the Lease shall in no event be credited against the Option Consideration or the Purchase Price of either the Church Parcel or the Residential Parcels.

18. **Miscellaneous.**

a. **Time of the Essence.** Time is of the essence in this Agreement.

b. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

c. **No Waiver.** No waiver of any right under this Agreement shall constitute a continuing waiver of any other right or any other occurrence with respect to that right.

d. **Severability.** If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

e. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

f. **Successors Bound.** This Agreement shall be binding upon and inure to the benefit of Optionee and Owner and each of their successors and assigns.

g. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other

provisions of this Agreement and to survive and not be merged into any such judgment. The attorney's fees associated with the preparation and negotiation of this Agreement and the Lease shall be shared equally between the Optionee and Owner.

h. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Optionee and Owner have executed this Agreement on the date set forth above, effective as of the Effective Date.

OPTIONEE:

WORLD MISSION PRAYER CENTER,
a California non-profit religious corporation

By: [Signature] 2-27-09
Name: Tai Kean Lee
Title: Pastor

OWNER:

CANAAN TAIWANESE CHRISTIAN
CHURCH, a California non-profit
religious corporation

By: [Signature] 2-27-09
Name: Chris Y.K. Lin
Title: Vice Chair of Session & Consistory

John C. Yu 2-27-09
John C. YU
(seller)

EXHIBIT A

PRIOR CHURCH PSA

(See attached)

EXHIBIT B

PRIOR RESIDENTIAL PSA

(See attached)