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7 Attorney for Defendant,
8 ALL WORLD MISSION MINISTRIES,
9 d/b/a World Mission Prayer Center

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SANTA CLARA

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

15 Plaintiff,

16 vs.

17 ALL WORLD MISSION MINISTRIES, a
18 California non-profit religious corporation
19 D/B/A WORLD MISSION PRAYER
20 CENTER, and DOES 1 through 20, inclusive,

21 Defendants.

Case No. 1-11-CV-197542

**DECLARATION OF TAI KOAN LEE IN
SUPPORT OF DEFENDANT'S MOTION
TO DISMISS PLAINTIFF'S UNLAWFUL
DETAINER COMPLAINT FOR LACK
OF SUBJECT MATTER JURISDICTION**

Date: April 27, 2011

Time: 9:15 a.m.

Dept.: 19

Judge: Hon. Peter Socrates Manoukian

22 I, TAI KOAN LEE, declare as follows:

23 1. I am a pastor of All World Mission Ministries, the defendant in this action, and I
24 am personally familiar with the facts set forth in this declaration. If called as a witness, I could
25 and would testify under oath to the following.

26 2. On August 12, 2008, I entered into agreements with Canaan Taiwanese
27 Christian Church to purchase three parcels of real property: a commercial property located at
28 1904 Silverwood Avenue, Mountain View, CA, a residential property located at 184 Farley
Avenue, Mountain View, CA and a residential property located at 196 Farley Avenue,
Mountain View, CA. The total purchase price for the commercial property was set at
\$3,300,000.00. A true and correct copy of the August 12, 2008, purchase agreement I signed

1 with a representative from Canaan Taiwanese Christian Church for the commercial property is
2 attached hereto as Exhibit "A." The total purchase price for the residential properties was set
3 at \$1,900,000.00. A true and correct copy of the August 12, 2008, purchase agreement I
4 signed with a representative from Canaan Taiwanese Christian Church for the two residential
5 properties is attached hereto as Exhibit "B." The total purchase price for all properties was
6 therefore \$5,200,000.00. All World Mission Ministries paid \$225,000.00 as a deposit towards
7 the purchase price pursuant to the August 12, 2008 agreements.

8 3. The parties renegotiated the purchase agreement on February 27, 2009, and
9 were able to enter into a financing agreement whereby we would take possession of the
10 premises and pay interest on the total amount of \$5,200,000.00 as "rent" under a "Lease
11 Agreement." A true and correct copy of the "Lease Agreement" we entered into with Canaan
12 Taiwanese Christian Church on February 27, 2009, is attached hereto as Exhibit "C."

13 4. Simultaneously with signing the "Lease Agreement," I signed an Option
14 Agreement with Canaan Taiwanese Christian Church. The Option Agreement provided that
15 All World Mission Ministries had already deposited \$225,000.00 towards the purchase price of
16 the church properties. The Option Agreement also provided that the Agreement was to
17 restructure the transaction contemplated under the prior purchase agreements, providing us
18 with additional time to purchase the property. We paid \$700,000.00 as the "Initial Option
19 Consideration," which amount included the \$225,000.00 previously tendered pursuant to the
20 original purchase agreement. Thereafter, we were to pay an additional \$1,500,000.00 each
21 year for the period of three years set by the "Lease Agreement." A true and correct copy of the
22 February 27, 2009, Option Agreement is attached hereto as Exhibit "D."

23 5. All World Mission Ministries improved the property during the term of the
24 "Lease Agreement." All World Mission Ministries continued to pay the interest as "rent" each
25 month during the term of the "Lease Agreement." However, Canaan Taiwanese Christian
26 Church delivered a three day notice to terminate the "Lease Agreement" due to their allegation
27 that All World Mission Ministries failed to make one of the \$1,500,000.00 Option Payments
28 pursuant to the Option Agreement. A true and correct copy of the September 9, 2010, three

1 day notice to quit served by Canaan Taiwanese Christian Church on All World Mission
2 Ministries is attached hereto as Exhibit "E."

3 6. Following this notice, Canaan Taiwanese Christian Church allowed All World
4 Mission Ministries to remain on the properties and continue to do business. The parties
5 entered into a new purchase agreement on October 29, 2010, for the property despite Canaan
6 Taiwanese Christian Church's notice of termination. As part of this agreement, an additional
7 \$156,000.00 deposit was paid to Chicago Title Company. A true and correct copy of the new
8 purchase agreements for the three properties is attached as Exhibit "F." An additional
9 \$100,000.00 deposit was paid to Chicago Title Company as consideration for an extension of
10 time to close escrow to February 15, 2011.

11 7. All World Mission Ministries remained on the property, and Canaan Taiwanese
12 Christian Church allowed the mission to remain on the property, until March 9, 2011. From
13 September 9, 2010, through March 9, 2011, All World Mission Ministries attempted to pay the
14 interest as "rent," but Canaan Taiwanese Christian Church would not accept these "rent"
15 payments. However, Canaan Taiwanese Christian Church did not initiate any action against
16 All World Mission Ministries for any breach of the "Lease Agreement." Instead, due to an
17 alleged violation by All World of the new purchase agreements, Canaan Taiwanese Christian
18 Church served two notices. One notice dated March 9, 2011, was by mail, and purported to
19 terminate the purchase agreement. A true and correct copy of the March 9, 2011, notice is
20 attached as Exhibit "G." A second notice dated March 10, 2011, stated that All World was a
21 "holdover tenant" and stated that All World had three days to pay the back "rent" owed since
22 September 9, 2010, and quit the premises. A true and correct copy of the March 10, 2011,
23 notice is attached hereto as Exhibit "H."

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of April, 2011, at Fremont, CA.

By: 
PASTOR TAI KOAN LEE