

SETTLEMENT AGREEMENT

This Settlement Agreement and Release (the “**Agreement**”) having been put on the record before the Honorable Judge Lucas, and with all required court translators, parties and their counsel present, is made effective as of the 18th day of May, 2011 (the “**Effective Date**”), by and between CANAAN TAIWANESE CHRISTIAN CHURCH, a California non-profit religious corporation (“**Plaintiff**”) on the one hand, and ALL WORLD MISSION MINISTRIES, D/B/A WORLD MISSION PRAYER CENTER, a California non-profit religious corporation (“**Defendant**”) on the other hand (Plaintiff and Defendant are each referred to as a “**Party**” and are collectively referred to as the “**Parties**”), with reference to the following facts:

RECITALS

A. There is presently pending in the Santa Clara Superior Court for the State of California (the “**Court**”) a civil action entitled *Canaan Taiwanese Christian Church, a California non-profit religious corporation, v. All World Mission Ministries, a California non-profit religious corporation, D/B/A All World Prayer Center* bearing Case No. 1-11-CV-197542 (the “**Action**”).

B. Plaintiff commenced the Action by filing a complaint against Defendant on March 28, 2011 (“**Complaint**”). Plaintiff, through its Complaint, alleged a single cause of action for unlawful detainer which arises out of a three-year lease (“**Lease**”) for certain improved commercial and residential real property located at 1904 Silverwood Avenue (the “**Church Property**”) and 184 Farley Street and 196 Farley Street (the “**Residential Properties**”) in Mountain View, California 94043 (collectively, the “**Property**”). Plaintiff, as Landlord, contends, among other things, that Defendant, as Tenant, failed to pay Rent as required under the Lease, and was in default under the Lease, having failed to close escrow in connection with various purchase and sale/option agreements, and having failed to vacate and deliver up possession of the Property to Plaintiff.

C. Defendant admits and denies certain of the allegations asserted by Plaintiff in the Complaint pursuant to its Answer to the Complaint on April 1, 2011 (“**Answer**”).

D. On May 18, 2011, in a court-supervised settlement conference, the Honorable Patricia Lucas presiding, the Parties settled the Action and put the terms of the settlement on the record using a court certified translator to confirm Defendant’s understanding of the terms, per the request of Defendant. Pursuant to the settlement, and subject to the terms set forth below, the Parties agreed to settle any and all current or prior claims arising out of or related to (1) the Lease, (2) any and all prior purchase and sale agreements related to the Property, (3) the Option Agreement dated February 27, 2009, (4) Defendant’s occupation of the Property, (5) the claims asserted in the Complaint, (6) the defenses raised in the Answer and in discovery, and (7) all matters whatsoever relating to the Action (the “**Settled Claims**”) on the terms and conditions set forth below:

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TERMS AND CONDITIONS

WHEREFORE, in consideration of the promises, covenants, representations and warranties contained herein, and for good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged by the signatories to this Agreement, the Parties hereby agree as follows:

1. Payment and Executory Terms.

1.1. Defendant shall provide Plaintiff with an immediate opportunity to inspect the Residential Properties and the Church Property to assess the condition of the Property, alterations and/or modifications performed to date, and the need for repairs or restoration.

1.2. Defendant shall vacate the residential property located at 184 Farley Street immediately and the residential property located at 196 Farley Street no later than June 8, 2011, with a stipulated judgment for possession and issuance of a writ of possession, in the form attached hereto as **Exhibit A**, to be entered on June 24, 2011, if Defendant fails to timely surrender the Residential Properties in accord with this Agreement. Defendant hereby waives any right to oppose, object to or delay the entry of a judgment of possession and further waives the right to oppose, object to or delay issuance of a writ of execution. No notice to Defendant of the proceedings described in this Paragraph shall be required.

1.3. The Residential Properties shall be surrendered in good and clean condition, free of damage, with the exception of normal wear and tear, and nothing shall be done to damage or destroy such property up through the date of surrender. All keys and garage door openers shall be provided by Defendant to its counsel for immediate delivery to Plaintiff's counsel on the respective dates of surrender set forth herein.

1.4. Upon surrender of the Residential Properties, Defendant, including Pastor Tai Koan Lee, shall be barred from returning to the Residential Properties in the absence of Plaintiff's approval upon twenty four (24) hours' written notice in advance delivered to Mr. David Weng via facsimile to (408) 942-2825.

1.5. Effective May 18, 2011, Defendant shall forward all mail to 1904 Silverwood Avenue and shall file appropriate papers with the California Secretary of State identifying 1904 Silverwood Avenue as the principle place of business for All World Mission Ministries, and Defendant shall remove any reference to the Residential Properties in any corporate documents for any purpose.

1.6. With respect to the Residential Properties, any personal items or property left behind upon the date of surrender shall be disposed of at Defendant's expense without notice and without any requirement or obligation of Plaintiff to keep or maintain said items.

1.7. Defendant represents that there are no liens for work performed at the Residential Properties or Church Property or for outstanding expenses or costs for which Defendant is responsible under the Lease dated January 1, 2009, and Defendant agrees to defend, indemnify

and hold Plaintiff harmless for any such past, present or future claims by third parties in this regard.

1.8. With respect to the Church Property, Plaintiff and Defendant shall enter into a new lease (“**New Church Lease**”) for a four month period of time (in the form attached hereto as **Exhibit B**). Defendant shall prepay Rent, including base rent, insurance and parking in the amount of Fifteen Thousand Dollars (\$15,000) per month from May 18 through September 18, 2011, which total amount of Sixty Thousand Dollars (\$60,000) shall be credited and paid to Plaintiff in accord with Paragraphs 1.12 and 1.13, and is nonrefundable. The expense of utilities shall be charged to Defendant based on actual usage.

1.9. Upon expiration of the New Church Lease, and subject to Paragraph 1.11.1 below, Defendant must immediately vacate the Church Property. If no prior judgment has been entered by the Court in the Action, Defendant hereby agrees to allow Plaintiff to have the Stipulated Judgment for Possession, in the form attached hereto as **Exhibit C**, entered by the Court, and further agrees to issuance of an immediate writ of possession, in the event of Defendant’s failure to surrender the Church Property. Alternatively, if a prior judgment has been entered by the Court in connection with the Action, upon Defendant’s failure to timely vacate the Church Property, Defendant hereby agrees to allow Plaintiff to amend any previously entered judgment to include a Judgment for Possession of the Church Property and further agrees to issuance of an immediate writ of possession with respect to the Church Property. Defendant waives any right to oppose or object to the entry of judgment or amendment of any existing judgment and further waives its right to oppose, object to or delay issuance of a writ of execution. Notice is waived by Defendant, and no notice to Defendant of the proceedings described in this Paragraph shall be required.

1.10. With respect to the Church Property, any personal property or items left behind upon the date of surrender shall be disposed of at Defendant’s expense without notice and without any requirement or obligation of Plaintiff to keep or maintain said items.

1.11. During the time period from May 18 through September 18, 2011, Plaintiff agrees not to list the Church Property for sale to the general public and agrees to give Defendant the exclusive opportunity to purchase the Church Property, subject to the terms of a new commercial purchase and sale agreement (the “**New Church Purchase and Sale Agreement**”) in the form attached hereto as **Exhibit D**, which is summarized, subject to Paragraph 1.11.4 below, as follows:

1.11.1. The purchase price for the Church Property shall be Three Million, Three Hundred Thousand Dollars (\$3,300,000.00), all cash. The close of escrow shall occur on or before September 19, 2011. Pursuant to Paragraphs 1.12 and 1.13 below, Plaintiff acknowledges receipt of a deposit of three percent (3%) of the purchase price, in the amount of Ninety Nine Thousand Dollars (\$99,000) (the “**New Deposit**”) which will be deposited into an existing escrow account located at Chicago Title, 3340 Walnut Avenue, Suite 100, Fremont, California 94538, and bearing Escrow Account No.: 58116047, Escrow Officer, Rita Wong (the “**Church Escrow Account**”), which account shall remain open for administration of the New Church Purchase and Sale Agreement. All other previous escrow accounts, to wit, Escrow Account

Nos.: 58116045 and 58116046, shall be closed and any funds contained in said escrow accounts shall be transferred to the Church Escrow Account for distribution in accord with Paragraph 1.12 and 1.13 below. The New Deposit shall constitute nonrefundable liquidated damages to be paid to Plaintiff from escrow should Defendant fail to close escrow on the Church Property on or before September 19, 2011. Should close of escrow occur, the New Deposit shall be credited against the purchase price of the Church Property and Defendant shall remain in the Church Property.

1.11.2. The Parties acknowledge that the New Church Purchase and Sale Agreement is wholly independent of the contemplated New Church Lease, and in the event of a future action or proceeding of any kind whatsoever, Defendant waives any right to claim the contrary or raise any arguments or defenses in future proceedings based upon or similar to the claims or arguments raised by Defendant in its Motion to Dismiss filed in the Action which arguments or defense is barred.

1.11.3. Upon the failure of Defendant to close escrow on or before September 19, 2011, the New Church Purchase and Sale Agreement shall be deemed terminated in all respects, Plaintiff may offer the Church Property for sale to the general public, and Plaintiff shall have no future obligations of any kind to Defendant except that in the event that this transaction is not consummated for any reason, then the Plaintiff shall return all amounts refundable to Defendant, as detailed in Exhibit E (and as defined in Paragraph 1.13 below) hereto, within twenty (20) days of Defendant's of surrender of the Premises and full compliance with all other terms relating to termination of the Lease including the return of keys and related conditions to lease termination.

1.11.4. In the event of a conflict between the summary set forth in Paragraph 1.11, the terms of the New Church Purchase and Sale Agreement shall govern.

1.12. At present, there is Two Hundred Fifty-Six Thousand Dollars (\$256,000) held in the escrow accounts identified in Paragraph 1.11.1 above associated with a series of prior attempts by Defendant to purchase the Property. Pursuant to this Agreement, Defendant hereby authorizes the immediate release by Chicago Title of One Hundred Fifty-Six Thousand Dollars (\$156,000), payable to Plaintiff with the balance in the amount of the One Hundred Thousand Dollars (\$100,000) to be transferred to the Church Escrow Account for application in connection with the New Church Purchase and Sale Agreement.

1.13. In addition to the funds deposited into the Escrow Accounts, Plaintiff has received additional sums totaling Seven Hundred Thousand Dollars (\$700,000) from Defendant in connection with prior unsuccessful attempts to purchase the Property. Of the \$700,000, the Parties agree that the amount of Three Hundred Seventy-One Thousand, Two Hundred Fifteen and 25/100 Dollars (\$371,215.25) shall be immediately credited and paid to Plaintiff in accord with the following:

- One Hundred Sixty-One Thousand, Two Hundred Fifteen and 25/100 Dollars (\$161,215.25) (Rent from 9/1/10 through 5/18/11 for all Property)

- Sixty Thousand Dollars (\$60,000) (Non-refundable prepayment of Church Property Rent pursuant to the New Church Lease)
- One Hundred Thousand Dollars (\$100,000) (Payment of a reduced early termination fee under Option Agreement)
- Fifty Thousand Dollars (\$50,000) to be credited to Defendant at the close of escrow, less any costs to repair damage, unauthorized modifications and/or alterations of the Property, or dispose of any personal property items not removed by Defendant, or to pay any liens, assessments, penalties, fines or fees imposed against the Property as a result of Defendant's actions or conduct.

The balance, in the amount of Three Hundred Twenty Eight Thousand, Seven Hundred Eighty-Four and 75/100 Dollars (\$328,784.75), shall be credited against the purchase price of the Church Property, in accord with and subject to the terms set forth in the New Church Purchase and Sale Agreement. An accounting reflecting the application of the sums identified in Paragraph 1.12 above and this Paragraph 1.13 is attached hereto and incorporated herein by reference as **Exhibit E**.

1.14. With the exception of actions necessary to enforce the terms of this Agreement, the Parties agree that this Action shall be stayed for a period of six (6) months, with this court retaining jurisdiction to preside over the terms of the settlement as set forth herein. Plaintiff shall dismiss the Action with Prejudice upon Defendant's full compliance with the terms of this Agreement.

2. Mutual Release.

Subject to and fully conditioned upon the full and timely performance of the terms and conditions of this Agreement, and each of them, the Parties, on their own behalf and on behalf of their heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, members, former shareholders, shareholders, former partners, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, elders, committee members, principals, agents, servants, employees, pastors, reverends, congregants, representatives, insurers, sureties, lenders, attorneys, consultants, and experts, and each of them, and Pastor Tai Koan Lee, individually, his heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, and assigns, hereby mutually and forever release and discharge each other of and from any and all claims, demands, causes of action, obligations, liens, damages, losses, costs, attorneys' fees or expenses, now existing or which will exist at law or in equity, whether known or unknown, relating to the Settled Claims (the "**Released Claims**").

The New Church Lease and the New Church Purchase and Sale Agreement, and any and all claims, demands, causes of action, or damages that may arise in connection therewith, are expressly carved out of and excluded from this Paragraph and the definition of Settled Claims and Released Claims.

3. Waiver of Rights Under California Civil Code Section 1542.

The Parties and Pastor Tai Koan Lee, individually, acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the Settled Claims and Released Claims, and agree that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts. In furtherance of the release set forth in Paragraph 2 above, the Parties and Pastor Tai Koan Lee hereby acknowledge that they are knowingly and voluntarily waiving their rights under Section 1542 of the California Civil Code to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter hereof, and that the consequence of such waiver has been explained to them by their counsel, translators and/or advisors. The Parties and Pastor Tai Koan Lee acknowledge that they are familiar with Section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding the provisions of Section 1542, and for the purposes of implementing a full and complete release of the Released Claims only in accordance with and subject to the terms set forth in Paragraph 2 above, the Parties, and Pastor Tai Koan Lee individually, expressly acknowledge that this Release is intended to include in the scope of Settled Claims and Released Claims all claims known or unknown, anticipated or unanticipated, suspected or unsuspected existing at the time of execution of this Agreement in connection with Settled Claims and Released Claims only, and that this Agreement contemplates the extinguishment of any such claim or claims. The Parties and Pastor Tai Koan Lee expressly waive any right to assert hereafter that any Settled Claims or Released Claims were excluded from this Agreement through ignorance, oversight, error, a failure to read the terms, the non-use of a translator, or otherwise.

4. Authority.

4.1 Each signatory hereto represents and warrants to the other Party that he or she has full authority and capacity to execute this Agreement on behalf of the Party or Individual for who he or she is signing and further represents that he or she is authorized and able to give the releases and make the other promises contained herein. The Parties agree to defend, indemnify, and hold each other harmless from any breach of this warranty of authority.

4.2 Pastor Tai Koan Lee, as President and CEO of Defendant All World Mission Ministries, hereby authorizes Eugene Chen to enter into this Agreement, the New Church Lease and the separate New Church Purchase and Sale Agreement as the authorized representative of Defendant. Pastor Lee and Elder John Yu shall co-sign all such agreements acknowledging their approval of same.

5. No Admission of Liability.

This Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by the Parties of any liability of any kind. The Parties deny any liability in connection with any such claims and intend merely to avoid litigating the Action.

6. Notices.

Any notice or communication required under this Agreement will be effective and shall be deemed sufficient only when received in writing by facsimile and overnight mail addressed as follows:

For Canaan Taiwanese Christian Church:

Jan A. Gruen and Lori Liu
SSL Law Firm LLP
575 Market Street, Suite 2700
San Francisco, CA 94105
Fax: (415) 814-6401

For All World Mission Ministries:

Richard C. J. Wahng and
Christopher Thomas
Law Offices of Richard C. J. Wahng
152 Anza Street, Suite 201
Fremont, CA 94539
Fax: (510) 490-1102

7. General Provisions.

7.1 Attorneys' Fees and Costs. With respect to the Action, each of the Parties hereto shall bear its own costs and expenses incurred in connection with the dispute between the Parties which are the subject of, or related to, this Agreement, including, without limitation, the negotiation, drafting, and consummation of this Agreement. However, in the event it becomes necessary to enforce the terms of this Agreement, including, but not limited to, the steps necessary to have a stipulated judgment of possession entered against Defendant and a writ of possession issued, or to enforce any other aspect of this Agreement, the prevailing party shall be entitled to the recovery of its attorneys' fees and costs associated with such enforcement proceedings.

7.2 Further Cooperation. Each Party hereto agrees to execute all such further and additional documents and instruments as shall be necessary or expedient to carry out the provisions of this Agreement, and shall promptly and in good faith undertake all reasonable acts to effectuate the provisions of this Agreement.

7.3 Entire Agreement. This Agreement, and all Exhibits hereto, contain the entire agreement and understanding between the Parties concerning the subject matter hereof, and any and all prior oral or written agreements or understandings between the Parties related hereto are

superseded and terminated. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement, and all Exhibits hereto, have been made by any Party hereto.

7.4 Choice of Law, Jurisdiction, and Enforcement. This Agreement is being executed in the State of California and it shall be deemed to be made under, and shall be interpreted in accordance with, the laws of the State of California. The California Superior Court in and for the County of Santa Clara shall retain jurisdiction of, and be the appropriate venue for, the resolution of any disputes related to this Agreement. Each Party has the right to enforce any provision of this Agreement by filing an appropriate action, proceeding, or motion, including, without limitation, a motion pursuant to California Code of Civil Procedure section 664.6. The Parties stipulate to have Judge Lucas consider and rule upon any such proceedings. Alternatively, if Judge Lucas is no longer sitting as a Judge in Santa Clara Superior Court or is unable to preside over subsequent proceedings for any reason, the Parties shall bring any such proceedings in the appropriate law and motion department of the Santa Clara Superior Court where the Action is venued, or in the appropriate law and motion department where any subsequent action is venued.

7.5 Legal Advice and Investigation. Each Party had the opportunity to consult with independent legal counsel and translators who were present in court with respect to the advisability of making the settlement provided for herein and of executing this Agreement, the New Church Lease, the New Church Purchase and Sale Agreement, and all other matters contained herein.

The Parties hereby acknowledge that they have been represented in the negotiations for, and in preparation of, this Agreement by counsel of their choice; that they have read this Agreement and have had it fully explained to them by such counsel and translators; and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision thereof. Each Party to this Agreement has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as it deems necessary.

7.7 Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision hereof. This Agreement may not be altered, amended or otherwise changed or modified, except in writing signed by both of the Parties.

7.8 Severability. If any part of this Agreement is void or otherwise invalid and, hence, unenforceable, such invalid or void portion shall be deemed to be separate and severable from the balance of this Agreement, and shall be given full force and effect as though the void or invalid provision had never been part of the Agreement.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, successors, assigns, transferees, subsidiaries, parents, affiliated and related entities, officers, directors, principals, agents, employees and/or representatives, if any.

7.10 Construction. In construing this Agreement, none of the Parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such Party solely by reason of such Party having drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. In the event any provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall be binding and enforceable.

7.11 Execution in Counterparts. This Agreement may be executed in counterparts and all of said counterparts shall collectively constitute one agreement binding on all Parties.

7.12 Faxed Signatures. Telecopied signatures shall be deemed originals, but each Party transmitting its signature by telecopy shall thereafter deliver an original signature page to be appended to this Agreement.

7.13 Headings or Pronouns. Headings or captions contained in this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used for the interpretation of, or determination of the validity of, this Agreement or any provision thereof. Whenever the context may so require, the masculine gender shall be deemed to refer to and include the feminine and masculine, and the singular shall be deemed to refer to and include the plural, and vice versa.

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IN WITNESS WHEREOF, and having read and understood all of the terms and conditions of this Agreement, the Parties hereto have executed this Agreement as of the date first set forth above:

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

By: 
Name: David Weng
Title: Vice-Chairman of Sessions

ALL WORLD MISSION MINISTRIES,
D/B/A WORLD MISSION PRAYER CENTER,
a California non-profit religious corporation

By: _____
Eugene Chen, Authorized Representative on behalf of
Defendant All World Ministries D/B/A
World Mission Prayer Center

Cosigned By: _____
Tai Koan Lee, on behalf of Defendant
All World Ministries D/B/A
World Mission Prayer Center
Title: President, CEO and Pastor

Co-signed By: _____
John Yu, on behalf of
Defendant All World Ministries D/B/A
World Mission Prayer Center
Title: Elder

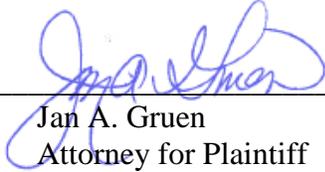
TAI KOAN LEE

By: _____
Tai Koan Lee, individually

APPROVED AS TO FORM AND CONTENT:

SSL LAW FIRM LLP

By: _____



Jan A. Gruen
Attorney for Plaintiff
CANAAN TAIWANESE CHRISTIAN CHURCH,
a California non-profit religious corporation

LAW OFFICES OF RICHARD C. J. WAHNG

By: _____

Richard C. J. Wahng
Attorney for Defendant
ALL WORLD MISSION MINISTRIES,
D/B/A WORLD MISSION PRAYER CENTER,
a California non-profit religious corporation

SHORT TERM LEASE

This Short Term Lease (“Lease”) is made as of the 18th day of May, 2011, by and between **Canaan Taiwanese Christian Church, a California non-profit religious corporation** (“Landlord”), and **All World Mission Ministries, a California non-profit religious corporation** (“Tenant”). In consideration of the mutual agreements contained herein, Landlord and Tenant hereby agree as follows:

1. **Definitions.** As used herein, the following terms have the following meanings. Certain other terms have the meanings as set forth for them in other sections of the Lease.

- (a) **Rent.** The sum of \$15,000.00 per month. Rent is inclusive of the payment made by Landlord to the San Francisco Public Utilities Commission for the right-of-way lease providing parking for the benefit of the Premises and the cost of Landlord’s property insurance. The term “Rent” shall also include other sums required to be paid by Tenant to Landlord under the terms of this Lease, including without limitation, charges for utilities and services under Section 15.

- (b) **Building.** Reference to the singular term “building” contained in this Lease shall refer to the individual building located on the Premises.

- (c) **Lease Term.** The period commencing on May 18, 2011, and ending on September 19, 2011.

- (d) **Lease Term Commencement Date.** May 18, 2011.

- (f) **Premises.** Those certain premises located at 1904 Silverwood Avenue, Mountain View, California, including parking specifically serving the Premises.

- (g) **Purchase Agreement.** That certain Agreement for Purchase and Sale dated as of the date hereof by and between Landlord and Tenant, pursuant to which Landlord has agreed to sell, and Tenant has agreed to buy, the Premises.

2. **Demise of Premises.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, at the rental, for the term and on the other terms and conditions stated herein.

3. **Rent.** Except as otherwise expressly set forth herein, Tenant shall pay to Landlord, without deduction, setoff, prior notice, or demand, for the use and occupancy of the Premises, Rent, commencing as of the Lease Term Commencement Date. Landlord and Tenant acknowledge and agree Tenant has prepaid Rent for the entire Lease Term by delivering to Landlord the sum of \$60,000.00. Tenant’s obligation to pay Rent is independent of any other term, covenant, condition, or provision herein contained.

4. **Termination of Prior Lease.** Tenant presently is in possession of the Premises in accordance with the terms and conditions of that certain Lease Agreement dated as of January 1, 2009 (the “Prior Lease”). The Prior Lease shall be terminated and replaced with this Lease, and the rights and obligations of the parties to the Prior Lease shall then cease, except for those rights and obligations which expressly survive termination of the Prior Lease.

5. **Security Deposit.** As a security deposit for the full and faithful performance of all the provisions of this Lease, Tenant has deposited cash with Landlord in the amount in the amount of \$50,000.00 (the “Security Deposit”). If Tenant defaults in the performance of any provision hereof, Landlord may use, apply or retain any part of the Security Deposit for the payment of any rent or other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant’s default or to compensate Landlord for any loss or damage which Landlord may suffer by

reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after receipt of written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its full amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days of the expiration or sooner termination of the Lease Term, subject in all events to the terms and conditions of Section 1.13 of the Settlement Agreement relating to the application of the \$50,000.00 sum referenced therein.

6. **Taxes.** During the Term of the Lease, Tenant shall pay, prior to delinquency, any and all taxes and assessments that may be assessed or levied on or against any of Tenant's personal property, fixtures or equipment placed on or in the Premises. Landlord shall pay all real property taxes and assessments levied against the Premises that are required by law to be paid by Landlord.
7. **Permitted Use.** The Premises may be used as a church and for no other purpose whatsoever, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.
8. **Condition of Premises.** Tenant hereby affirms that Tenant currently occupies the Premises and is aware of the existing condition of the Premises. The Premises shall be accepted in "as is" condition, and without representation or warranty by or from Landlord as to the condition of the Premises, the habitability of the Premises, the fitness of the Premises for Tenant's use or the zoning of the Premises.
9. **Maintenance and Repair of Premises.** Tenant, at Tenant's sole cost and expense shall, at all times, keep all portions of the Premises in good condition and repair, including all glass, moldings, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof, floors, electrical, lighting, heating, plumbing and mechanical systems, excepting any damage or destruction caused by any casualty not required to be repaired under Section 17 and 18. Landlord shall have no obligations to maintain, repair, replace or restore any portion of the Premises, except as expressly provided in Section 17 or 18 of this Lease. Tenant specifically waives the provisions of California Civil Code Sections 1941 and 1942, if applicable.
10. **Alterations.** Tenant shall not make any alterations, remodeling, improvements or other changes (collectively "Alterations") in or to the Premises without Landlord's prior written consent. In making any Alteration requiring Landlord's approval pursuant hereto, Tenant shall comply with all of the following:
 - (i) At least twenty (20) days before the date Tenant intends to commence the Alteration, Tenant shall submit to Landlord for approval at least two sets of final plans and specifications and working drawings for the proposed Alteration.
 - (ii) Prior to commencing the Alteration, the Alteration must be approved by all appropriate governmental agencies, and all applicable permits and authorizations shall be obtained (and a copy of each given to Landlord).
 - (iii) Before commencing the Alteration, Tenant shall deliver to Landlord a certificate evidencing that Tenant's contractor has taken out and shall maintain at all times during the construction of the Alteration, commercial general liability (including property damage coverage), naming Landlord, Landlord's managing agent and Tenant as additional insureds and otherwise complying with the requirements of Section 16, and a policy of builders risk insurance with reasonable coverages for the applicable Alterations.

(iv) The Alteration shall be completed with due diligence and in compliance with the plans, specifications and working drawings as approved by the appropriate governmental agencies and Landlord and in compliance with all applicable laws.

(v) Within thirty (30) days after completion of the Alteration, Tenant shall submit to Landlord "as built" plans and specifications for the Alteration, if preparation of the same are customary given the applicable Alteration work.

11. **Personal Property.** Personal property, fixtures and equipment used in the conduct of Tenant's business (as distinguished from fixtures and equipment used in connection with the operation and maintenance of the Premises) placed by Tenant on or in the Premises shall not become part of the realty, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personal and may be removed by Tenant at any time. Any damage to the Premises caused by the removal of such property, including signage, shall be repaired by Tenant at its sole expense. Any trade fixtures, equipment, including communication wiring, or personal property belonging to Tenant shall be removed at the expiration of the Lease by Tenant at Tenant's sole expense and if not so removed, Landlord may, pursuant to applicable laws and subject to the rights of any lienholder with respect to such personal property with whom Landlord has entered into a subordination agreement, either declare the same abandoned in which event title will pass to Landlord without consideration to Tenant or Landlord may require Tenant to remove some or all of such personal property at Tenant's expense as required herein. Any such personal property left on the Premises at expiration of this Lease which Tenant is required to remove may be removed by Landlord at Tenant's cost and expense and discarded in accordance with applicable laws.
12. **Surrender of Premises.** At the expiration or sooner termination of the Lease Term, Tenant shall surrender the Premises in good condition and repair, allowance being made for ordinary wear and tear and damage by fire, the elements or other casualty.
13. **Signs.** Tenant shall not erect or install in, upon or about the Premises any signs or advertising media or window or door lettering or placards without Landlord's prior written consent, except for signs existing as of the date of this Lease. Tenant shall properly and promptly maintain and repair its signs, and keep them in a neat and clean condition. Upon expiration or sooner termination of this Lease, Tenant shall promptly remove all signs installed hereunder and repair, patch and paint the exterior surface damaged by such removal. Tenant shall not use any advertising media or other media that is objectionable to Landlord, or which can be heard outside the Premises, such as loudspeakers, phonographs or radio broadcasts.
14. **Mechanics' Liens.** Tenant shall pay all costs for work performed by or on account of it and shall keep the Premises free and clear of mechanics' liens or any other liens. Tenant shall give Landlord immediate notice of any lien filed against the Premises if related to work performed by it or for it. Tenant shall within ten (10) days after receipt of written notice of the filing thereof, remove of record any lien by payment or record an appropriate bond. If Tenant fails to remove of record any lien by payment or recording an appropriate bond, such failure shall constitute a default under this Lease, and Landlord, at its option and without waiving any of its other legal remedies at law or in equity, may record an appropriate bond or pay the lien. Any amount incurred by Landlord in paying or securing a bond for such a lien shall entitle Landlord to deduct such amount from Tenant's Security Deposit. The amount so paid by Landlord, together with costs and reasonable attorneys' fees, to the extent the same exceeds the Security Deposit, shall be due and owing from Tenant to Landlord within thirty (30) days of Tenant's receipt of an invoice therefor accompanied by reasonable supporting documentation.
15. **Utility Charges.** Tenant shall provide and maintain the facilities necessary to supply water, electricity, gas (if applicable), telephone service, sewage service and trash removal, each to the extent required by Tenant. Tenant shall contract directly with all utility and other service providers and shall be

responsible for all meters or other devices required by utility companies for the measurement of utilities furnished to the Premises. If Landlord furnishes any utilities or services to the Premises, Tenant shall promptly reimburse Landlord for all charges for utilities and other services furnished to the Premises by Landlord. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or to any abatement of rent.

16. Property and Other Insurance; Indemnification; Releases and Waivers of Subrogation

(a) **Landlord's Insurance.** Landlord may, but shall not be required, to maintain commercial general liability insurance. Landlord shall maintain in full force and effect a policy of insurance covering the Premises, which shall provide coverage against such risks as are commonly covered under a "special form" policy. Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance company or companies and shall be in such form as Landlord reasonably deems satisfactory and shall provide coverage for 100% of the replacement value of the building.

(b) **Tenant's Insurance.** During the Lease Term, at its sole cost and expense, Tenant shall maintain in full force and effect the following types of insurance:

(i) **General Liability and Workers' Compensation.** Commercial general liability insurance applying to the use and occupancy of the Premises and all parts and appurtenances thereof. Such insurance shall include broad form contractual liability insurance coverage insuring all of Tenant's indemnity obligations under this Lease to the extent covered by customary contractual liability coverage. Such coverage shall have a minimum combined single limit of liability of at least \$2,000,000.00. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed, in form reasonably satisfactory to Landlord, to add Landlord and other parties reasonably designated by Landlord as additional insureds, and shall provide that such coverage shall be primary and that any insurance maintained by Landlord shall be excess insurance only. Such coverage shall also contain endorsements: (A) providing for coverage of employer's automobile non-ownership liability; and (B) providing for product liability coverage. All such insurance shall: (X) provide for severability of interest; (Y) provide that an act or omission of one of the named or additional insureds (excluding deliberate or intentional acts that are not covered under a general liability policy) shall not reduce or avoid coverage to the other named or additional insureds; and (Z) afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

Tenant shall also maintain Workers' Compensation insurance in accordance with the laws of the state in which the Premises are located.

All insurance policies described herein shall be endorsed to provide Landlord with thirty (30) days notice of cancellation or change in terms of such insurance so as to no longer comply with the requirements hereof.

(ii) **Tenant's Insurance on Fixtures.** Fire insurance with extended coverage, sprinkler leakage, vandalism and malicious mischief endorsements on all Tenant's fixtures, equipment, furnishing and other personal property in the Premises, in an amount not less than 100% of their full insurable values, subject to commercially reasonable deductible amounts, the proceeds of which as to improvements shall, so long as the Lease is in effect, be used for the repair or replacement of the items so insured.

All insurance policies required to be carried by Tenant under this Lease shall: (i) be written by companies rated A-VIII or better in the most recent edition of "Best's Insurance Guide" and authorized to do business in the State of California, and (ii) Tenant's commercial general liability insurance under Section 16(b)(i) shall name any parties reasonably designated by Landlord as additional insureds. Any deductible amounts under any insurance policies required hereunder shall not exceed commercially reasonable amounts unless Landlord's prior written approval thereof is obtained, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall forthwith deliver to Landlord certified copies of its insurance policies, or a certificate reasonably approved by Landlord evidencing the same issued by the insurer thereunder. If Tenant shall fail to procure such insurance or to deliver such policies or certificates, and such failure is not cured within 5 days following Tenant's receipt of written notice thereof from Landlord, then Landlord may, at its option and in addition to any other remedies provided by this Lease, procure the same for the account of Tenant, and Tenant shall pay the cost thereof to Landlord as additional rent.

(c) **Indemnity.** To the fullest extent permitted by law, Tenant covenants with Landlord that Landlord and its officers, shareholders, principals, directors, employees, partners, pastors, elders, congregants, section or committee members, servants or agents (collectively, the "Indemnitees") shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant from any cause whatsoever, including, without limitation, any Indemnitee's active or passive negligence, related to the use, occupancy or enjoyment of the Premises by Tenant or any person thereon or holding under Tenant including, but not limited to, damages resulting from any labor dispute. Tenant shall defend, indemnify and save the Indemnitees harmless from all liability whatsoever on account of any real or alleged damage or injury and from liens, claims and demands related to the use of the Premises and its facilities, or any repairs, Alterations or improvements (including original improvements and fixtures specified as Tenant's Work) which Tenant may make or cause to be made upon the Premises, and any loss or interruption of business or loss of rental income resulting therefrom; provided, however (and though Tenant shall in all cases accept any tender of defense of any action or proceeding in which the Indemnitees is named or made a party and shall, notwithstanding any allegations of negligence or misconduct on the part of the Indemnitees, defend the Indemnitees as provided herein), Tenant shall not be liable for such damage or injury to the extent and in the proportion that the same is ultimately determined to be attributable to the active negligence or willful misconduct of any Indemnitee. This obligation to indemnify shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by the Indemnitees or its counsel from the first notice that any claim or demand is to be made or may be made. The indemnity obligations of Tenant set forth hereinabove shall survive and be enforceable following the expiration or termination of this Lease.

(d) **Releases and Waivers of Subrogation.** Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, to their respective property, to the Premises or its contents, arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried by the waiving party pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the noninsuring party. The foregoing release and the foregoing requirement for waivers of subrogation shall be operative only so long as the same shall not preclude the obtaining of such insurance.

17. **Damage by Casualty**

(a) **Notification to Landlord.** If the building and/or the Premises are damaged by fire, the elements or other casualty, then Tenant shall immediately notify Landlord of such damage, by overnight courier or personal delivery.

(b) **Damage Destruction.** In the event of a partial or total destruction of the building and/or the Premises during the Term, this Lease shall not terminate. Tenant shall make repairs to the Premises as set forth in Subparagraph (d) below to the extent of available insurance proceeds.

(c) **Uninsured Casualty.** If the building and/or the Premises are damaged as a result of any casualty not covered by the insurance specified in Section 16(a), this Lease shall not terminate, but Tenant shall only be liable for costs of casualty repairs to the extent the same arise from Tenant's gross negligence or willful misconduct.

(d) **Repairs; No Rent Abatement.** If the Premises are damaged during the term of this Lease, then Tenant shall use reasonable good faith efforts to repair and restore the Premises (including all equipment, fixtures, improvements and alterations within the Premises) as expeditiously as practicable under the circumstances. There shall be no abatement of Rent as a result of damage by casualty to the Premises. Tenant shall have no claims against Landlord for any damage suffered by Tenant by reason of any damage, repair or restoration. If Tenant fails to purchase the Premises under the terms and conditions of the Purchase Agreement, then Tenant shall assign all insurance proceeds actually received by Tenant to Landlord in respect of any casualty damage to the Premises, except to the extent such insurance proceeds have been used to pay for repairs or restoration to the Premises.

(e) **Waiver of Termination.** Subject to the provisions of this Section 17, Tenant hereby waives any statutory rights of termination which may arise by reason of partial or total destruction of the Premises.

18. Eminent Domain

(a) **Taking.** The term "Taking", as used in this Section, shall mean an appropriation of taking under the power of eminent domain by any public or quasi-public authority or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation.

(b) **Total Taking.** In the event of a Taking of the entire Premises, this Lease shall terminate and expire as of the date possession is delivered to the condemning authority and Landlord and Tenant shall each be released from any liability accruing pursuant to this Lease after the date of such termination.

(c) **Partial Taking.** If there is a Taking of less than the entirety of the Premises, then this Lease shall not terminate.

(d) **Termination of Lease.** If this Lease is terminated as a result of a Taking, Landlord shall be entitled to the entire award or compensation in such condemnation proceeding, or settlement in lieu thereof, except that Tenant shall be entitled to any portion of the award attributable to any Taking of Tenant's personal property items and rental paid in advance to Landlord. Rent paid in advance shall be retained by Landlord. If Tenant purchases the Premises in accordance with the Purchase Agreement, Landlord's portion of the award shall be assigned to Tenant at the close of escrow.

(e) **Continuation of Lease.** In the event of a Taking of less than the entirety of the Premises, Landlord agrees as reasonably possible after the Taking, to restore the Premises to the extent of condemnation proceeds on the land remaining to a complete unit of like quality and character as existed prior to the Taking, or, if Tenant purchases the Premises in accordance with the Purchase Agreement, assign Landlord's portion of the award to Tenant at close of escrow.

(f) **Waiver of Termination.** Landlord and Tenant each waive the provisions of California Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. Tenant's Default

(a) **Events of Default.** Tenant shall be in default hereunder in the event of any of the following.

(i) If Tenant fails to make any payment of Rent or any other sum of amount payable hereunder when due and such failure shall continue for five (5) days after written notice thereof is given by Landlord, its agent or attorney, to Tenant.

(ii) If Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for twenty (20) days after receipt of written notice thereof by Landlord, its agents or attorney; provided however, that if the nature of Tenant's obligation is such that more than twenty (20) days are required for performance, Tenant shall not be in default and shall be entitled to additional time to cure if Tenant commences such performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion.

(iii) If Tenant abandons or vacates the Premises for a period of ten (10) days or more.

(iv) If Tenant admits in writing its inability to pay its debts as they become due; or if Tenant files any petition or institutes any proceedings under the Bankruptcy Code (the "Act") either as such Act now exists or under any amendment thereof which may hereafter be enacted or under any other act or acts, either as a bankrupt, insolvent or petitioner, where Tenant seeks to be adjudicated a bankrupt or to be discharged from any or all of its debts, or to effect a plan of reorganization thereunder, or seeks protection under the rehabilitation provisions of the Act, or for any similar relief, or if any such petition or proceeding of the same or similar kind or character is filed or taken against Tenant and not dismissed within sixty (60) days after the filing or commencement of such petition or proceeding.

(v) If any receiver for all or a substantial part of the business of Tenant be appointed by any court and such petition or proceeding is not set aside or dismissed or the appointment of said receiver revoked within 60 days of the filing of said petition or proceeding or the appointment of said receiver; or

(vi) If Tenant makes an assignment for the benefit of creditors or permits any committee or representative of Tenant's creditors to oversee Tenant's business or if an attachment or execution is levied against Tenant's fixtures or merchandise in the Premises and the same is not released within 60 days after levy.

(b) Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and, in addition to any or all other rights or remedies of Landlord and by law provided, it shall be, at the option of Landlord, without further notice to or demand upon Tenant (except as prescribed herein or required by law), the right of Landlord (i) to declare the Term ended and to re-enter and take possession of the Premises and remove all persons therefrom, or (ii) employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations), or (iii) even though it may have elected to keep the Lease in effect and recover rent and other charges as they become due as provided in clause (ii) above, to thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. For the purpose of clause (ii) above, the following do not constitute a termination of the Tenant's right to possession: (1) acts of maintenance or preservation or efforts to relet the Premises; (2) the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease; and (3) withholding consent to subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate the rights of the Tenant under Section 22 below.

Landlord shall not be deemed to have terminated this Lease or Tenant's right to possession or the liability of Tenant to pay any Rent or other charges later accruing by any re-entry of the Premises pursuant to Section 19(b)(ii) above, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease.

(c) **Termination of Lease.** Should Landlord elect to terminate this Lease pursuant to the provisions of Section 19(b)(i) or 19(b)(iii) above, Landlord may recover from Tenant, as damages, the following: (i) The worth at the time of award of any unpaid rental which had been earned at the time of the termination, plus (ii) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided, plus (iii) the worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided, plus (iv) any other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to, any costs or reasonable expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys fees therefor, (b) maintaining or preserving the Premises after any default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises, (d) reasonable leasing commissions, or (e) any other reasonable costs necessary or appropriate to relet the Premises, plus (v) at Landlord's election, any other reasonable amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the state of California. As used in clauses (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the lesser of 12% per annum or the maximum lawful rate. As used in clause (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Premises at the time of award plus 1%.

(d) **Definition of Rental.** For purposes of this Section 19 only, the term "rental" shall be deemed to be Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All sums, other than Rent, shall, for the purpose of calculating any amount due under the provisions of Section 19(c)(iii) above, be computed on the basis of the average monthly amount accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute these sums before the sixty (60) month period has occurred, then these sums shall be computed on the basis of the average monthly amount accruing during the shorter period.

(e) **Nonmonetary Defaults.** Notwithstanding any of other provision of this Section 19, if the default complained of, other than a default for the payment of monies, cannot be rectified or cured within the period requiring rectification or curing, as specified in the written notice relating to the default, then, as to a default susceptible to being cured, the default shall be deemed to be rectified or cured if Tenant, within the notice period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion.

20. Landlord's Exculpation. Notwithstanding anything to the contrary provided in this Lease, neither Landlord, nor any officers, shareholders, principals, directors, employees, partners, pastors, elders, congregants, section or committee members, servants or agents of Landlord, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Lease and, if Landlord is in breach or default with respect to its obligations or otherwise, Tenant shall look solely to Landlord's interest in the Premises for the satisfaction of Tenant's remedies. Neither Landlord nor any Indemnitor shall be liable to Tenant under this Lease for any lost profit, damage to or loss of business or any form of special, indirect or consequential damage.

21. Notices. Any notice permitted or required to be given hereunder shall be in writing and shall be given by personal delivery, registered or certified United States mail (return receipt requested), U.S. Express Mail, or overnight air courier, in each case postage or equivalent prepaid, sent to the address of the other party as set forth on the signature page to this Lease.

The person to whom and the place to which notices are to be given may be changed from time to time by either party by written notice to the other party. If any notice is given by mail it will be effective upon the earlier of (i) 72 hours after deposit in the U.S. mail with postage prepaid or (ii) actual delivery or refusal to accept such delivery as indicated by the return receipt; and if given by personal delivery or by overnight air courier, when delivered.

22. Assignment and Subletting. Tenant shall not transfer, assign or sublet, or mortgage, encumber, pledge or hypothecate, all or any part of this Lease or Tenant's interest in the Premises.

23. Compliance with Laws

(a) **Laws Generally.** Except as otherwise specifically provided in Section 23(b) with respect to laws relating to the use, generation, installation, release, discharge, storage, transportation or disposal of Hazardous Materials, Tenant at its sole cost and expense shall comply with all laws, ordinances, orders, rules, regulation and requirements of all governmental and quasi governmental authorities having jurisdiction of the Premises, and shall perform all work required to comply therewith.

(b) **Environmental Laws.** If Tenant learns or has reasonable cause to believe of the existence of any hazardous materials (or underground storage tanks) on, about, under or in the Premises, Tenant shall promptly notify Landlord of same. Neither Tenant nor its agents, employees or contractors shall cause or permit hazardous materials to be brought upon, kept or used in, on or about the Premises, except for limited quantities used or stored at the Premises and required in connection with the routine operation and maintenance of the Premises, and then only upon the written consent of Landlord and in compliance with all applicable Environmental Laws and Environmental Permits. Tenant shall immediately notify Landlord of any inquiry, test, investigation or enforcement proceeding by or against Tenant involving the Premises and a hazardous material.

24. Reserved.

25. Quiet Enjoyment. Upon Tenant's payment of Rent and its observation and performance of all of the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises from and after delivery thereof to Tenant; subject, however, to (a) the rights of the parties as set forth in this Lease, (b) any mortgage or deed of trust to which this Lease is subordinate, subject to Section 26 below, (c) any ground or underlying leases, agreements and encumbrances to which this Lease is subordinate, and (d) all matters of record.

26. Subordination and Attornment

(a) **Subordination.** Upon written request of Landlord, Landlord's mortgagee, the beneficiary of a deed of trust of Landlord or a lessor of Landlord, Tenant shall subordinate its rights pursuant to this Lease in writing on a commercially reasonable form (a) to the lien of any mortgage or deed of trust covering the Premises or the interest of any lease covering the Premises in which Landlord is the lessee or, at Landlord's option, cause the lien of said mortgage, deed of trust or the interest of any lease in which Landlord is the lessee to be subordinated to this Lease), and (b) to all advances made or hereafter to be made upon the security thereof or lessor's interest therein, and to all renewals, modifications, consolidations, replacements, and extensions thereof.

(b) **Attornment.** In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, or should a lease in which Landlord is the lessee be terminated, Tenant shall attorn to the purchaser or lessor under such lease upon any foreclosure, sale or lease termination and recognize the purchaser or lessor as Landlord under this Lease, provided that the purchaser or lessor shall acquire and accept the Premises subject to this Lease.

27. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Tenant shall be deemed to be a tenancy at sufferance. Tenant shall pay all Rent as and when required by this Lease; provided however that during such tenancy the monthly Rent shall be increased to \$22,500.00. All other provisions of this Lease, except those specifying the Lease Term shall apply to the holdover tenancy. In addition to all other remedies of Landlord at law or in equity, Landlord shall be entitled to have the stipulated judgment for immediate possession of the Premises (as described in the Settlement Agreement) caused to be entered immediately upon Tenant's failure to vacate after the expiration or sooner termination of the Lease Term. Further, in the event Tenant fails to surrender the Premises upon the expiration or sooner termination of this Lease, Tenant shall indemnify and hold Landlord harmless from all loss or liability which may accrue therefrom including, without limitation, any claims made by any succeeding Tenant founded on or resulting from Tenant's failure to surrender.

28. Late Charge. If Tenant fails to pay within five (5) days of the date when due and payable any Rent or other charges due and payable under the Lease, the unpaid amounts shall bear interest at a rate (the "Specified Rate") equal to the lesser of twelve percent (12%) per annum or the maximum lawful rate, from the date due to and including the date of payment.

29. Right of Entry. Landlord and its authorized representatives, shall have the right to enter the Premises at all reasonable times during Tenant's normal business hours upon reasonable notice of four days written notice (except in the event of an emergency in which event no notice shall be required) for any of the following purposes; provided, however, Landlord shall use its reasonable efforts to minimize interference with Tenant's operation of business from the Premises resulting from any such entry.

(a) To perform any obligation or exercise any right or remedy under this Lease.

(b) To determine whether the Premises are in a state of good condition and repair and whether Tenant is complying with its obligations under this Lease.

(c) To perform work necessary to comply with laws, ordinances, rules and regulations of any public authority or of any insurance indemnities.

(d) To perform work that Landlord deems necessary to prevent waste and deterioration in connection with the Premises should Tenant fail to commence such repairs or after commencing same, fail to diligently pursue such repairs to completion within three (3) days after demand by Landlord.

(e) To serve, post or keep posted any notices required or allowed under the provisions of this Lease or by law.

(f) To show the Premises to prospective brokers, agents, buyers or persons interested in an exchange, and to prospective lessees.

30. Waivers. Any waiver by Landlord or Tenant of a breach by the other party of a covenant of this Lease shall not be construed as a waiver of a subsequent breach of the same covenant. The consent or approval by either party to anything requiring such party's consent or approval shall not be deemed a waiver of such party's right to withhold consent or approval of any subsequent similar act by the other party. No breach by Landlord or Tenant of a covenant of this Lease shall be deemed to have been waived by the other party unless the waiver is in writing and is signed by the other party.

31. Transfer of Landlord's Interest. Should Landlord sell, exchange or assign this Lease (other than a conditional assignment as security for a loan), and the transferee assume the then remaining obligations of Landlord under the Lease, then Landlord, as transferor, shall be relieved of any and all obligations on the part of Landlord accruing under this Lease relating to the period from and after the date of such transfer.

32. Time is of the Essence. Time is of the essence of all conditions of this Lease of which time is an element.

33. Right to Estoppel Certificate. Tenant shall within ten (10) days after written notice from Landlord execute and deliver to Landlord, in recordable form if requested, an estoppel certificate, in a form reasonably requested by Landlord certifying among things: (i) that this Lease is unmodified and in full force and effect; (ii) the date to which the monthly Rent has been paid in advance; (iii) the commencement and expiration dates of the Lease Term; (iv) that there are no options to extend or renew the Lease Term or to purchase the Premises which Tenant claims (except as may be identified by Tenant); and (v) there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults, if any, as are claimed).

Failure to deliver the certificate within said ten (10) day period shall be conclusive upon Tenant that: (i) this Lease is in full force and effect and has not be modified except as represented by Landlord; (ii) there are no uncured defaults in Landlord's performance hereunder; and (iii) not more than one month's minimum monthly rent has been paid in advance and that there is no security deposit except as represented by Landlord.

34. Attorney's Fees. In the event that, at any time after the date of this Lease, either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the party not prevailing in such action or proceeding shall reimburse the prevailing party all costs and expenses including, without limitation, any fees, costs or disbursements incurred on any appeal from the action or proceeding.

35. Joint and Several Obligations. The term "party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

36. Severability. If any provision of this Lease or the application of such provision to any person, entity or circumstance is found invalid or unenforceable by a court of competent jurisdiction, such determination

shall not effect the other provisions of this Lease and all other provisions of this Lease shall be deemed valid and enforceable.

37. **Governing Law.** This Lease shall be construed and interpreted in accordance with the laws of the State of California; provided, however, that if the laws of such state set forth requirements which must be met in order for leases to be valid and binding, and such requirements are different from those which apply in the State of California (including requirements relating to notarial acknowledgment or recordation of leases), then this Lease shall be valid and binding regardless of whether or not such requirements have been met, so long as this Lease would be valid and binding under the laws of the State of California.
38. **Successors and Assigns.** All rights and obligations of Landlord and Tenant under this Lease shall extend to and bind the respective heirs, executors, administrators, affiliates and the permitted, successors, subtenants and assignees of the parties. If there is more than one Tenant hereunder, each shall be bound jointly and severally by the terms, covenants and agreements contained in this Lease.
39. **Construction and Interpretation.** The use in this Lease of the words “including” or “such as” or words of similar import when following any general statement shall not be construed to limit such statement to the specific items mentioned, whether or not language of non limitation such as “without limitation” or “but not limited to” is used with reference thereto, but rather shall be deemed to refer to all other items that could reasonably fall within the broadest possible scope of such statement. All provisions of this Lease have been negotiated by Landlord and Tenant at arm’s length and neither party shall be deemed the scrivener of this Lease.
40. **Document Execution and Change; Entire Agreement.** It is understood and agreed that until this Lease is fully executed and delivered by both Landlord and Tenant, there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Lease, along with the Purchase Agreement and Settlement Agreement (as defined below), which are by this reference incorporated herein, when executed, contain the entire understanding of the parties relating to the Premises and supersede any and all other written or oral understanding. Notwithstanding the foregoing, Tenant acknowledges this Lease and Purchase are separate and independent agreements and Tenant waives any and all rights to assert such agreements are dependent or that an actual or alleged breach by Landlord under the Purchase Agreement shall affect Tenant’s obligation to perform under this Lease.
41. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage, except the obligations imposed with regard to Rent to be paid by Tenant pursuant to this Lease; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage. Notwithstanding anything to the contrary contained in this Section 41, in the event any work performed by Tenant or Tenant's contractor results in a strike, lockout and/or labor dispute, the strike, lockout and/or labor dispute shall not excuse the performance by Tenant of the provisions of this Lease.
42. **Brokers.** Tenant represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, and agrees to hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Tenant with respect to this Lease and/or the negotiation hereof.

- 43. Interest.** Unless otherwise specifically provided in this Lease, any amount due from Tenant to Landlord under this Lease which is not paid within five (5) days of when due, and any amount due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant upon Tenant's failure to so perform, shall bear interest at 12% per annum but not more than the maximum lawful rate from the date originally due to and including the date of payment.
- 44. No Accord and Satisfaction.** No payment by Tenant, or receipt by Landlord of a lesser amount than the rent or other payment herein provided shall be deemed to be other than on account of the earliest rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as rent or other payment be deemed an Accord and Satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or other payment or pursue any other right or remedy provided in this Lease.
- 45. Waiver of Right of Redemption.** Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law in the event Tenant is evicted or dispossessed from the Premises for any cause, or in the event Landlord obtains possession of the Premises by reason of commission by Tenant of an event of default or otherwise.
- 46. Recording.** Tenant shall not record this Lease or any short form memorandum of this Lease. Tenant, upon the request of Landlord, shall execute and acknowledge a short form memorandum (provided such memorandum is in commercially reasonable form and substance) of this Lease for recording purposes. Upon the expiration or earlier termination of this Lease for any reason, Tenant, within five (5) days of Tenant's receipt of request by Landlord, shall deliver to Landlord a quit claim deed conveying to Landlord any and all interest Tenant may have had under this Lease.
- 47. Default by Landlord.** Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within seven days (7) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default; provided, however, that if the nature of Landlord's alleged default is such that more than thirty (7) days are required for its cure, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (7) day period and thereafter diligently prosecute the same to completion. If the Premises, or any portion thereof are at any time subject to any mortgage or a deed of trust, and the names and addresses of such mortgage have been provided to Tenant by Landlord in writing, Tenant shall serve on the mortgagee or beneficiary thereunder concurrent copies of any notice of default served on Landlord hereunder. If Landlord fails to cure any noticed breach hereunder within in the time period provided in this Section 48, then any mortgagee or beneficiary shall have an additional thirty (30) days within which to cure Landlord's breach, plus such additional time as may be necessary to perfect such mortgagee's or beneficiary's rights and remedies under its mortgage or deed of trust (including foreclosure proceedings or the appointment of a receiver) and complete cure in fact. If and when such mortgagee or beneficiary has rendered performance on behalf of Landlord, Landlord's breach shall be deemed cured. Notwithstanding anything to the contrary under applicable law, Tenant shall have no right to terminate this Lease as a result of Landlord's default under this Lease during the notice and cure periods hereunder. If Landlord fails to cure its breach hereunder (or such breach is not cured by a mortgagee or beneficiary as herein specified), then Landlord shall be liable to Tenant only for Tenant's direct damages thereby caused and Tenant waives any rights to recover consequential damages on account thereof.
- 48. Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant other than the relationship of landlord and tenant.

49. Settlement Agreement; Stipulation. Landlord and Tenant are parties to that certain Settlement Agreement of even date herewith pertaining to the legal civil action presently pending in the Santa Clara Superior Court for the State of California entitled, "Canaan Taiwanese Christian Church, a California non-profit religious corporation v. All World Mission Ministries, a California non-profit religious corporation D/B/A All World Prayer Center," bearing Case No. 111CV197542 ("Settlement Agreement"). Tenant acknowledges the Settlement Agreement provides in pertinent part that in the event the Tenant fails to purchase the Premises in accordance with the Purchase Agreement on or before the expiration of the Lease Term, then Tenant shall immediately upon expiration of the Lease Term vacate the Premises and, if Tenant fails to so vacate, Landlord shall have the right to have entered a stipulated judgment of possession of the Premises and obtain an immediate writ of possession without notice to Tenant, notwithstanding any other term or condition contained in this Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

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

By: _____
David Weng
Its: Vice Chairman of Sessions

Address for Notices:
4405 Fortran Court
San Jose, CA 95134
Attention: David Weng

With a copy to:
Jan A. Gruen and Lori Liu
SSL Law Firm LLP
575 Market Street, Suite 2700
San Francisco, CA 94105
Fax: (415) 814-6401

TENANT:
ALL WORLD MISSION MINISTRIES,
a California non-profit religious corporation

By: _____
Its: Authorized Agent

By: _____
Its: Elder

By: _____
Pastor Tai Koan Lee
Its: President and CEO

Address for Notices:
1904 Silverwood Avenue
Mountain View, California
Attention: Eugene Chen, John Yu and Pastor Tai Koan Lee

[Continued on following page]

With a copy to:
Richard C. J. Wahng and
Christopher Thomas
Law Offices of Richard C. J. Wahng
152 Anza Street, Suite 201
Fremont, CA 94539
Fax: (510) 490-1102

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (“Agreement”) is made and entered into as of May 18, 2011 by and among All World Mission Ministries, a California non-profit religious corporation (“Buyer”), and Canaan Taiwanese Christian Church, a California non-profit religious corporation (“Seller”).

RECITALS

A. Seller owns certain real property and improvements thereon located at 1904 Silverwood Avenue, Mountain View, California, which is defined below as the “Property”.

B. Seller and Buyer are parties to that certain Settlement Agreement (as defined below), pertaining in part to the lease of the Property and an option to purchase the Property.

C. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, Buyer and Seller do hereby agree as follows:

ARTICLE I BASIC DEFINITIONS

Closing. The closing of the escrow as contemplated in Article VI of this Agreement.

Closing Date. The term “Closing Date” shall mean a business day mutually acceptable to Buyer and Seller occurring in all events on or before September 19, 2011. If Buyer and Seller fail to mutually agree on a Closing Date, then the Closing Date shall be deemed to be September 19, 2011.

Contract Period. The term “Contract Period” shall mean the period commencing on the effective date of this Agreement and ending on the earlier to occur of (a) the Closing Date or (b) the termination of this Agreement.

Escrow Account. The term “Escrow Account” means that certain escrow maintained at Title Company under escrow number 58116047.

Existing Lease. The term “Existing Lease” shall mean that certain Lease of even date herewith by and between Buyer and Seller, pursuant to which Buyer is leasing the Property from Seller.

Property. The term “Property” shall mean, collectively, the Real Property and the improvements located thereon.

Real Property. The term “Real Property” shall mean the land in Mountain View, California, which is legally described in Exhibit A to this Agreement.

Settlement Agreement. The term “Settlement Agreement” shall mean that certain Settlement Agreement of even date herewith between Buyer and Seller pertaining to the legal civil action presently pending in the Santa Clara Superior Court for the State of California entitled, “Canaan Taiwanese Christian Church, a California non-profit religious corporation v. All World Mission Ministries, a California non-profit religious corporation D/B/A All World Prayer Center,” bearing Case No. 111CV197542. Buyer and Seller acknowledge and agree the Settlement Agreement provides in pertinent part that in the event the Buyer fails to purchase the Property in accordance with this Agreement on or before September 19, 2011, then Buyer shall immediately vacate the Property and, if Buyer fails to so vacate, Seller shall have the right to have entered a stipulated judgment of possession of the Property and obtain an immediate writ of possession without notice to Buyer, notwithstanding any other term or condition contained in this Agreement or the Existing Lease.

Title Company. The term “Title Company” shall mean Chicago Title Company, located at 3340 Walnut Avenue, Suite 100, Fremont, CA 94538, Attn: Rita Wong, Escrow Officer.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon all of the terms, covenants and conditions set forth in this Agreement.

Section 2.2 Purchase Price. The purchase price for the Property (the “Purchase Price”) shall be Three Million Three Hundred Thousand and no/100 Dollars (\$3,300,000). The entire amount of the Purchase Price, less the “Released Funds” described Article V below and less any Buyer credits specifically set forth in the Settlement Agreement, shall be payable in cash by Buyer to Seller on the Closing Date through the escrow described in Section 6.1 below.

Section 2.3 Due Diligence. Buyer has been in possession of the Property as a tenant since January 2009. During Buyer’s possession of the Property, Buyer has reviewed and inspected the physical, legal, economic and environmental condition of the Property. Buyer acknowledges and agrees that Buyer is satisfied with the physical, legal, economic and environmental condition of the Property and that Buyer’s approval of the condition of the Property is not a condition precedent to Buyer’s obligation to purchase the Property.

Section 2.4 Title. No later than ten (10) days following the full execution of this Agreement, Seller shall deliver or cause to be delivered to Buyer a preliminary title report or commitment with respect to the Property issued by the Title Company (the "Title Report"), together with all documents and information pertaining to the exceptions to title listed therein. Buyer shall take title to the Property subject to all matters set forth as exceptions or exclusions in the Title Report; provided, however, Seller shall be obligated to remove on or prior to the Closing Date as exceptions to title to the Property (i) all encumbrances or liens against the Property resulting from delinquent taxes, assessments or bond payments (and all interest and penalties thereon), (ii) all voluntary monetary liens or voluntary monetary encumbrances against the Property caused by Seller (such as mortgages or deeds of trust), and (iii) mechanic's liens against the Property for work commissioned by Seller (all of the foregoing collectively referred to herein as the "Required Cure Items"). The removal of any Required Cure Items may be effected by causing Title Company to insure over such Required Cure Items in form and substance reasonably acceptable to Buyer.

Section 2.5 AS-IS. EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV, BUYER ACKNOWLEDGES THAT BUYER IS ACQUIRING THE PROPERTY SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION AND "AS-IS," "WHERE IS" AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF SELLER TO PERFORM AS SET FORTH IN THIS AGREEMENT, SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AS TO TITLE, ACREAGE, LAND USE CLASSIFICATION OR ENTITLEMENT, ENVIRONMENTAL OR OTHER CONDITION, MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV.

ARTICLE III CONDITIONS PRECEDENT

Section 3.1 Conditions.

(a) Buyer's Conditions. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

- (i) The irrevocable and unconditional commitment of Title Company to issue, upon the sole condition of the payment of its regularly scheduled premium, its standard form of Owner's Policy of Title Insurance (the "Title Policy"), insuring Buyer in the amount of the Purchase Price that title to the Property is vested of record in Buyer on the Closing Date subject only to the printed conditions and exceptions of such policy and the exceptions to title (other than the Required Cure Items) disclosed in the Title Report (the "Permitted Exceptions"); and

- (ii) Seller's performance or tender of performance of all material obligations under this Agreement and the material truth and accuracy of Seller's express representations and warranties as of the Closing Date.
- (b) Seller's Conditions. Notwithstanding anything in this Agreement to the contrary, Seller's obligation to sell the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:
 - (i) Buyer's performance or tender of performance of all material obligations under this Agreement and the material truth and accuracy of Buyer's express representations and warranties as of the Closing Date; and
 - (ii) The occurrence of the Closing on or before September 19, 2011.

Section 3.2 Failure or Waiver of Conditions Precedent. In the event any of the conditions set forth in Section 3.1 are not fulfilled or waived, the party benefited by such condition may, by written notice to the other party, terminate this Agreement, whereupon all rights and obligations hereunder of each party shall be at an end. Either party may, at its election, at any time or times on or before the date specified for the satisfaction of any condition, waive in writing the benefit of any of the conditions set forth in Section 3.1. A failure of a condition under Section 3.1(a) shall not be deemed a default on the part of Seller under this Agreement unless such failure is caused by Seller's material breach of this Agreement.

ARTICLE IV COVENANTS, WARRANTIES AND REPRESENTATIONS

Section 4.1 Seller's Warranties and Representations. Seller hereby makes the following representations and warranties, each of which representations and warranties (i) is being relied upon by Buyer, (ii) is true in all respects as of the date of this Agreement, subject to any contrary or qualifying matters set forth therein, (iii) shall be true in all respects as of the date of Closing, and deemed remade by Seller as of Closing with the same force and effect as if in fact made at that time, subject to any contrary or qualifying matters disclosed to Buyer during the Contingency Period or pursuant to Section 4.4 below, and (iv) shall survive for a period of three (3) months following the Closing and shall not merge into the Deed at Closing:

- (a) Seller has full power and lawful authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement;
- (b) Seller has not committed nor obligated itself in any manner whatsoever to sell the Property, or any portion thereof, to any party other than Buyer;
- (c) Except for the Existing Lease, to Seller's knowledge there are no other leases, subleases, rental agreements, occupancies or tenancies in effect pertaining to the Real Property, and Seller has no knowledge of any oral

agreements with any person or entity with respect to the occupancy of the Real Property or any portion thereof;

- (d) To Seller's actual knowledge, there is no pending or threatened, judicial, municipal or administrative proceeding affecting the Property or in which Seller is or will be a party by reason of Seller's ownership of the Property or any portion thereof, including, without limitation, proceedings for or involving condemnations, eminent domain, alleged building code, zoning or environmental violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition or use of the Property. Seller expressly disclaims any representation, warranty, liability or obligation for any change, alteration or other improvement to the Property made by or on behalf of Buyer during Buyer's possession of the Property as a tenant, including without limitation, whether any such change, alteration or improvement was made in compliance with applicable codes, ordinances or other laws;
- (e) To Seller's actual knowledge, except as disclosed in the Real Property Materials, (i) there are no underground or other storage tanks situated on the Real Property and (ii) there are no reportable quantities of Hazardous Materials at the Real Property. For purposes of this Agreement, "Hazardous Materials" shall mean inflammable explosives, radioactive materials, asbestos, polychlorinated biphenyls, hazardous materials, hazardous wastes, hazardous or toxic substances, oil, or related materials, which are listed in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act or California's Carpenter-Presley-Tanner Hazardous Substance Account Act, Hazardous Waste Control Law, Safe Drinking Water and Toxic Enforcement Act of 1986, or in the regulations adopted and publications promulgated pursuant thereto, or in any other federal, state or local environmental law, ordinance, rule or regulation; and
- (f) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing Seller's inability to pay its debts as they come due, or (vi) made an offer of settlement, extension, or composition to its creditors generally.

For the purposes of this Agreement, whenever the phrase "Seller's knowledge" or "actual knowledge" is used, it shall be deemed to refer to the current actual knowledge, without any duty of inquiry or investigation, of Seller, including David Weng. Seller's liability for a

breach of the above representations shall cease for all purposes on the date which is three (3) months after the Closing unless Buyer by such date shall have notified Seller in writing of a breach.

Section 4.2 Seller's Covenants. Seller hereby covenants and agrees as follows:

- (a) During the Contract Period, Seller will not execute leases, contracts or other agreements binding on the Property or any portion thereof and which are not terminable on or before the Closing Date, without Buyer's prior approval.
- (b) During the Contract Period, Seller shall not create or acquiesce in the creation of liens or exceptions to title or voluntarily take any action that would render any of the representations or warranties of Seller set forth in Section 4.1 incorrect as of the Closing Date.

Section 4.3 Buyer's Warranties, Representations and Covenants. Buyer hereby represents and warrants to Seller that (a) Buyer is in good standing with the California Tax Franchise Board, (b) Buyer has and as of the Closing Date shall have, full power and lawful authority to enter into and carry out the terms and conditions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement and Buyer's directors and/or officers have authorized Buyer's execution and performance of the transaction contemplated by this Agreement, (c) all actions necessary to confer such power and authority upon the persons executing this Agreement and all documents which are contemplated by this Agreement to be executed on behalf of Buyer or its assignee have been taken, (d) Buyer has received no written notice of any threatened or pending litigation which would materially and adversely affect Buyer's capacity to perform under this Agreement, and (e) Buyer has access to the economic resources to fund its obligations herein.

Section 4.4 Disclosure of Additional Information. Notwithstanding any contrary provision of this Agreement, if Seller becomes aware during the Contract Period of any matters which make any of Seller's representations or warranties in this Agreement untrue in any respect, Seller shall disclose such matters in writing to Buyer promptly upon becoming aware of them ("Seller's Additional Disclosures"). In the event that Seller discloses any matters to Buyer which make any of Seller's representations or warranties in Section 4.1 or 4.2 untrue, or in the event that any matters which make any of Seller's representations or warranties untrue in any material respect are otherwise disclosed to Buyer in writing during the Contract Period, or are otherwise learned by Buyer, Seller shall bear no liability for such matters (provided that Seller has not breached the express covenants set forth in this Agreement at paragraph 4.2), but Buyer shall have the right to elect in writing within fifteen (15) days of Buyer's Receipt of Seller's Additional Disclosures, (a) to waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement, or (b) to terminate this Agreement, in which event the provisions of Section 3.2 shall apply. Notwithstanding anything contained in this Agreement to the contrary, Seller shall have no liability for breaches of any representations, warranties and certifications (individually, a "Representation" and collectively, the "Representations") which are made by Seller herein or in any of the documents or instruments required to be delivered by

Seller hereunder if Buyer had actual knowledge of such breach by Seller at Closing and Buyer elects to proceed to close the transaction contemplated by this Agreement, and Buyer shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such Representation caused thereby.

ARTICLE V
DEPOSIT

Pursuant to the Settlement Agreement, upon close of escrow, Buyer has authorized the release to Seller of \$421,784.75 ("Released Funds"). A portion of the Released Funds in the sum of Ninety-Nine Thousand Dollars (\$99,000) (the "Deposit") shall be, or has been, deposited in the Escrow Account. The Deposit is non-refundable to Buyer, except in the event of a termination of this Agreement by Buyer based on a material default on the part of Seller. In the event that this transaction is consummated as contemplated by this Agreement, then the entire amount of the Released Funds shall be credited against the Purchase Price. In the event that this transaction is not consummated for any reason, then the Released Funds (less the Deposit, unless the failure to close escrow is caused by a material default on the part of Seller), shall be reimbursed to Buyer upon the close of the sale of the Property to a third party purchaser. The preceding sentence shall survive the termination of this Agreement.

IN THE EVENT THAT THE CLOSING DOES NOT OCCUR UNDER THIS AGREEMENT DUE TO A MATERIAL BREACH BY BUYER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE ENTIRE AMOUNT OF THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY BUYER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. BUYER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT SHALL BE THE SOLE REMEDY OF SELLER AT LAW OR IN EQUITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY BUYER.

ACCEPTED AND AGREED TO:

Seller

Buyer

ARTICLE VI
ESCROW AND CLOSING

Section 6.1 Escrow Arrangements. An escrow for the purchase and sale contemplated by this Agreement has been opened by Buyer and Seller with Title Company. On or before the Closing Date, Seller and Buyer shall each deliver escrow instructions to the Title Company consistent with this Article VI, and the parties shall deposit in escrow the funds and documents described below.

- (a) Seller shall deposit (or cause to be deposited):
 - (i) a duly executed and acknowledged grant deed in favor of Buyer with respect to the Property, in the form attached to this Agreement as Exhibit C (the “Deed”);
 - (ii) a certificate from Seller in the form attached to this Agreement as Exhibit D certifying the information required by §1445 of the Internal Revenue Code and the regulations issued thereunder to establish, for the purposes of avoiding Buyer's tax withholding obligations, that Seller is not a “foreign person” as defined in Internal Revenue Code §1445(f)(3) (the “FIRPTA Certificate”);
 - (iii) a certificate from Seller certifying the information required by §§18662 of the California Revenue and Taxation Code and the regulations issued thereunder to establish that the transaction contemplated by this Agreement is exempt from the tax withholding requirements of such provisions (the “California Certificate”); and
- (b) Buyer shall deposit:
 - (i) immediately available funds sufficient to pay the cash balance of the Purchase Price, plus sufficient additional cash to pay all escrow costs and Buyer’s closing expenses.

Section 6.2 Closing. Title Company shall close escrow by:

- (a) recording the Deed;
- (b) issuing the Title Policy to Buyer;
- (c) delivering to Buyer the FIRPTA Certificate, the California Certificate and a certified copy of the Deed, conformed to show appropriate recording information; and
- (d) delivering to Seller funds in the amount of the Purchase Price, as adjusted for credits, prorations and closing costs in accordance with this Article VI.

Section 6.3 Prorations and Credits. Real estate taxes and assessments, personal property taxes, if any, and all other items of expense with respect to the Property shall be prorated between Seller and Buyer as of the Closing Date. Expenses shall be prorated on the basis of the actual number of days in the month and on the basis of the accrual method of accounting. All such items attributable to the period through and including the day immediately prior to the Closing Date shall be credited to Seller; all such items attributable to the period from and following the Closing Date shall be credited to Buyer. Seller shall be credited in escrow with any refundable deposits or bonds held by any utility, governmental agency or service contractor with respect to the Property, to the extent the same are properly assigned to Buyer as of the Closing Date.

Section 6.4 Other Closing Costs.

- (a) Seller shall pay (i) the Santa Clara County documentary transfer tax, (ii) one-half of the City of Mountain View transfer tax, and (iii) all fees and expenses associated with Seller's resolution of title issues in preparation for the conveyance of the Property to Buyer in accordance with this Agreement, unless otherwise agreed to by the parties pursuant to the provisions of Section 2.4.
- (b) Buyer shall pay (i) the cost of the Title Policy, (ii) the costs of Buyer's due diligence investigation, surveys and environmental studies, (iii) one-half of the City of Mountain View transfer tax, and (iv) any escrow fees and other costs charged by or reimbursable to the Title Company.
- (c) Each party shall be responsible for payment of the fees of its legal counsel in connection with this transaction. Any closing costs not specifically allocated in this Section 6.4 shall be paid as is customary in the County of Santa Clara, California.

Section 6.5 Further Documentation. At or following the close of escrow, Buyer and Seller each shall execute any certificate or other instruments required by law or local custom or otherwise reasonably requested by the other party to effect the transaction contemplated by this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Damage or Destruction. Buyer shall be bound to purchase the Property for the Purchase Price as required by the terms of this Agreement without regard to the occurrence or effect of any damage to or destruction to the Property or condemnation by right of eminent domain. Upon the close of escrow Buyer shall receive a credit against the Purchase Price in the amount of (net of collection costs) of any insurance proceeds or condemnation award collected and retained by Seller as a result of any such damage or destruction or condemnation and Seller shall assign to Buyer all rights to such insurance proceeds or condemnation awards as shall not have been collected prior to the close of escrow.

Section 7.2 Brokerage Commissions and Finder's Fees. Each party to this Agreement warrants to the other that no person or entity can properly claim a right to a real estate commission, real estate finder's fee, real estate acquisition fee or other real estate brokerage-type compensation (collectively, "Real Estate Compensation") based upon the acts of that party with respect to the transaction contemplated by this Agreement. Each party hereby agrees to indemnify and defend the other against and to hold the other harmless from any and all loss, cost, liability or expense (including but not limited to attorneys' fees and returned commissions) resulting from any claim for Real Estate Compensation by any person or entity based upon such acts.

Section 7.3 Successors and Assigns. The provisions of this Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns. Buyer shall not in any way assign, or otherwise transfer Buyer's rights hereunder, or delegate any of Buyer's duties hereunder, without the prior written consent of Seller and any such assignment shall be void and a material breach of this Agreement. Buyer shall in no event be released from any of its obligations or liabilities hereunder in connection with any assignment. In connection with any assignment pursuant to the terms hereof, the assignee shall confirm in a written instrument reasonably acceptable to Seller and delivered to Seller prior to the effective date of the assignment that all terms and conditions of this Agreement shall apply to such assignee.

Section 7.4 Notices. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, certified mail, return receipt requested, by any nationally known overnight delivery service, by courier, or in person. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon personal delivery if sent by overnight delivery service, courier or personally delivered. All notices shall be addressed to the party at the address below:

To Seller: Canaan Taiwanese Christian Church
4405 Fortran Court
San Jose, CA 95134
Attention: David Weng

with a copy to: Jan Gruen, Esq.
SSL Law Firm LLP
575 Market Street, Suite 2700
San Francisco, CA 94105

To Buyer: All World Mission Ministries
1904 Silverwood Avenue
Mountain View, California
Attention: Eugene Chen, Pastor Tai Koan Lee and Elder John Yu

with a copy to: Richard C. J. Wahng and Christopher Thomas
Law Offices of Richard C. J. Wahng
152 Anza Street, Suite 201
Fremont, CA 94539
Fax: (510) 490-1102

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 7.4. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

Section 7.5 Limitation on Liability; Remedies. In no event shall the parties hereto seek satisfaction for any claim asserted by or through one party against the other from any of the party's shareholders or members, or from any officers, shareholders, principals, directors, employees, partners, pastors, elders, congregants, section or committee members, servants, agents, legal representatives, successors or assigns of such party, or its shareholders or members, nor shall any such person or entity have any personal liability for the obligations of such party. Buyer shall look solely to Seller's interest in the Property, and not to any other assets of Seller, for any claims against Seller under this Agreement. In the event the purchase and sale of the Property is not consummated because of a material default by Seller, and provided that Buyer is not in default hereunder, Buyer shall be entitled either (a) to terminate this Agreement and to the return of the Deposit, or (b) to seek specific performance of Seller's obligation to sell the Property to Buyer in accordance with the terms of this Agreement.

Section 7.6 Time. Time is of the essence of every provision contained in this Agreement.

Section 7.7 Possession. Buyer acknowledges Buyer is in possession of the Property, subject to the terms and conditions of the Existing Lease.

Section 7.8 Incorporation by Reference. All of the exhibits attached to this Agreement or referred to herein and all documents in the nature of such exhibits, when executed, are by this reference incorporated in and made a part of this Agreement.

Section 7.9 Attorneys' Fees. In the event of any action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall have its reasonable attorneys' fees, court costs and fees of experts reimbursed by the other party thereto.

Section 7.10 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 7.11 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the internal laws of the State of California. Buyer and Seller agree that any action or proceeding to enforce or interpret this Agreement shall be brought in Santa Clara County.

Section 7.12 Counterparts. This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

Section 7.13 Entire Agreement. This Agreement, along with the Existing Lease and Settlement Agreement, and the attached exhibits, which are by this reference incorporated herein, and all documents in the nature of such exhibits, when executed, contain the entire understanding of the parties in connection with the Property and supersede any and all other written or oral understanding. Notwithstanding the foregoing, Buyer acknowledges this Agreement and Existing Lease are separate and independent agreements and Buyer waives any and all rights to assert such agreements are dependent or that an actual or alleged breach by Seller under the Existing Lease shall affect Buyer's obligation to perform under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first written above.

BUYER: ALL WORLD MISSION MINISTRIES,
a California non-profit religious corporation

By: _____

Its: Authorized Agent

By: _____

Its: Elder

By: _____

Pastor Tai Koan Lee

Its: President and CEO

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

By: _____

David Weng

Its: Vice Chairman of Sessions

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

REAL PROPERTY, together with all appurtenances thereto, in the County of Santa Clara, State of California, described as follows:

[Legal Description from Title Report to be attached]

EXHIBIT "B"

Reserved

EXHIBIT "C"

DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:
Same as above

(Above Space For Recorder's Use Only)

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
_____, a _____ ("Grantor"), hereby grants to _____ ("Grantee"), all rights, title
and interest in that certain real property described in Exhibit A attached hereto and made a part hereof.

DATED: _____, 2011

GRANTOR: _____

EXHIBIT "D"

FIRPTA CERTIFICATE

THIS CERTIFICATE is made this ____ day of _____, 2011, by _____ ("Transferor"), for the benefit of _____ ("Transferee").

Section 1445(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee that withholding of tax is not required upon the disposition by Transferor of its interest in the Property described on Exhibit "A" hereto, the undersigned hereby certifies the following on behalf of Transferor:

(a) Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate or other foreign person (as those terms are defined in the Code and Income Tax Regulations);

(b) Transferor's U.S. Employer Identification Number or Social Security Number is _____ and _____ ; and

(c) Transferor's address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that he has examined this certification and, to the best of his knowledge and belief, it is true, correct and complete, and the undersigned further declares that he has authority to sign this document on behalf of Transferor.

TRANSFEROR: _____