

RECORDING REQUESTED BY:
AmeriTitle

When Recorded Mail Document To:
ZB, N.A. dba Zions First National Bank
500 Fifth Street
Ames, IA 50010

LAKE COUNTY, OREGON 2016-000919
M-SUBOR 06/22/2016 11:39:35 AM
Cnt=1 Pgs=14
\$70.00 \$11.00 \$20.00 \$10.00 Total:\$111.00



00013875201600009190140146

I, Stacie Geaney, County Clerk for Lake County, Oregon
certify that the instrument identified herein was
recorded in the Clerk records.

Stacie Geaney - County Clerk

File Number: 86055AM

Space Above Thi

2016-006614
Klamath County, Oregon
06/22/2016 01:52:58 PM
Fee: \$107.00

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made April 19th, 2016, by Family Ranch, LLC owner of the land hereinafter described and hereinafter referred to as "Owner", and Abiding Place Ministries, present lessee and holder of the leasehold estate created by the lease hereinafter described and hereinafter referred to as "Lessee";

WITNESSETH

THAT WHEREAS, Family Ranch, LLC, as lessor, executed a lease dated December 25th, 2015, covering: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

in favor of Family Ranch, LLC; lessor, pursuant to the above described unrecorded lease;

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$1,230,000.00, dated 6/6/2016, in favor of ZB, N.A. dba Zions First National Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lease above described and to the leasehold estate created thereby; and

WHEREAS, lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lease above described and to the leasehold estate created thereby and provided that Lessee will specifically and unconditionally subordinate and subject the lease above described and to the leasehold estate created thereby together with all rights and privileges of Lessee thereunder, to the lien or charge of the Mortgage in favor of Lender; and

Subordination Agreement - continued

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Lessee is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lease above described and to the leasehold estate created thereby.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1) That said Mortgage securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lease above described, to the leasehold estate created thereby and to all rights and privileges of Lessee thereunder, and said lease, the leasehold estate created thereby together with all rights and privileges of Lessee thereunder is hereby subjected, and made subordinate, to the lien or charge of the Mortgage in favor of Lender.
- 2) That Lender would not make its loan above described without this Subordination Agreement.
- 3) That this agreement shall be the whole and only agreement with regard to the subjection and subordination of the lease above described and the leasehold estate created thereby together with all rights and privileges of Lessee thereunder to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Lease and the Mortgage hereinbefore specifically described, any prior agreement as to such subjection or subordination including, but not limited to, those provisions, if any, contained in the Lease above described, which provide for the subjection or subordination of said lease and the leasehold estate created thereby to a Mortgage or Mortgages.

Lessee declares, agrees and acknowledges that

- a) He consents to and approves (i) all provisions of the Note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- c) He intentionally and unconditionally waives, relinquishes subjects and subordinates the lease above described, to the leasehold estate created thereby together with all rights and privileges of Lessee thereunder in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination; and

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN THE IMPROVEMENT OF THE LAND.

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Subordination Agreement – continued

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

WITH RESPECT THERETO.
(CLTA SUBORDINATION FORM "D")

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

OWNER

Daniel Spitsbergen
Family Ranch, LLC

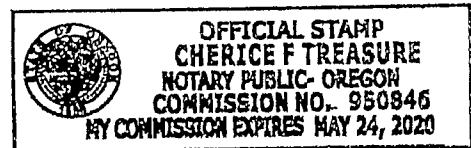
State of OregonCounty of Klamath

On 6/17/2016 before me, Cherice F. Treasure a Notary Public, personally appeared Daniel Spitsbergen, Member for Family Ranch LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cherice F. Treasure
Name: Cherice F. Treasure
(typed or printed) (Seal)



LESSEE:

Robert White, CFO
Robert White, CFO of Abiding Place Ministries

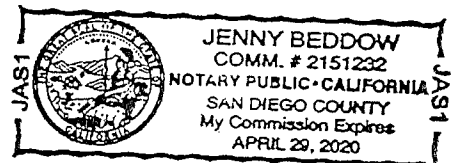
State of CaliforniaCounty of San Diego

On May 16th, 2016 before me, Jenny Beddow a Notary Public, personally appeared Robert White, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jenny Beddow
Name: Jenny Beddow
(typed or printed) (Seal)



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EXHIBIT "A"
LEGAL DESCRIPTION

Klamath County:

Parcels 2 of Final Partition Map #24-92, said Partition being located in Sections 13, 14, 15, 23, 24, 25 and 26 of Township 37 South, Range 15 East, Willamette Meridian, Klamath County, Oregon, and in Section 30, Township 37 South, Range 16 East, Lake County, Willamette Meridian. EXCEPT that certain strip of land 100 feet wide conveyed to Bly Logging Company by Deed recorded July 31, 1929 in Volume 87, page 513, Deed Records of Klamath County, Oregon, and as delineated on the face of said Final Partition Map; AND EXCEPT those portions conveyed to the State of Oregon, by and through its Department of Transportation by Warranty Deed recorded August 8, 1995 in Volume M95, page 20941, Microfilm Records of Klamath County, Oregon;

Parcels 1 and 3 of Land Partition 18-13, a replat of Parcel 1 of Land Partition #12-12, located in the Southwest 1/4 of Section 13, the South 1/2 of Section 14, The South 1/2 of Section 15, the North 1/2 and Southeast 1/4 of Section 23, the North 1/2 of Section 24, and the Northeast 1/4 of Section 26, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon as recorded on January 17, 2014 in instrument 2014-000434, records of Klamath County, Oregon.

Parcels 1 and 2 of Land Partition 36-14, a replat of Parcel 2 of Land Partition #18-13 and Parcel 1 of Land Partition #24-92, located in the Southwest 1/4 of Section 13, the South 1/2 of Section 14, the North 1/2 of Section 23, Section 24, the North 1/2 of Section 25, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon as recorded on March 22, 2016 in instrument 2016-002980, records of Klamath County, Oregon. EXCEPT that portion of said Parcel 1 lying in Lake County, Oregon;

Lake County:

In the County of Lake, State of Oregon, as follows:

Township 37 South, Range 16 East of the Willamette Meridian.

Section 30: Government Lots 2 and 3;

The SE1/4 of the NW1/4;

The NE1/4 of the SW1/4; EXCEPTING THEREFROM.

That portion deeded to the State of Oregon, by and through its Department of Transportation, highway Division, recorded August 23, 1988 in Book 210 at Page 143 and recorded August 2, 1995, in Book 230 at page 128, Lake County Deed Records, Oregon

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Subordination Agreement – continued

Lease Agreement

THIS LEASE (the "Lease") dated this 14th day of December, 2015

BETWEEN:

Family Ranch, LLC

(the "Landlord")

OF THE FIRST PART

- AND -

Abiding Place

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

The Landlord agrees to rent to the Tenant the assembly and fulfillment facility, municipally described as 73900 Highway 140 East (the "Property"), for use for a business premises only. The Tenant is responsible for all permits and licenses relating to this business and the Tenant indemnifies the Landlord of all liability, costs, and fees associated with this business. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free environment. The Tenant and employees will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property. The Property is provided to the Tenant without any furnishings.

Term

1. The term of the Lease commences at 12:00 noon on December 1, 2015 and ends at 12:00 noon on December 1, 2025.

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2. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Oregon (the "Act").

Rent

1. Subject to the provisions of this Lease, the rent for the Property is \$2,500.00 per month (the "Rent").

2. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord at _____ or at such other place as the Landlord may later designate.

Quiet Enjoyment

1. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Renewal of Lease

1. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

Tenant Improvements

1. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations
 - d. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

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- e. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- f. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

1. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, internet and garbage collection.

Insurance

1. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

Abandonment

1. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

1. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in

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accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

1. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
2. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

1. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

1. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. A consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

1. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenantable. However, if the Property should be damaged other than by the Tenant's negligence or

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willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

1. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
2. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
3. The Tenant will keep the Property reasonably clean.
4. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
5. The Tenant will not engage in any illegal trade or activity on or about the Property.
6. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
7. The Landlord will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
8. The Tenant will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
9. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.

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10. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
11. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
12. Footwear which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.
13. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Carbon Monoxide Alarm

1. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
2. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.
3. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

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Hazardous Materials

1. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

1. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property.

Lead Warning

1. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Address for Notice

1. For any matter relating to this tenancy, the Tenant may use the phone number below. After this tenancy has been terminated, the Tenant is:

- a. Name: Abiding Place Ministries.
- b. Phone: 858-566-1700.
- c. Email: rob@abidingplace.org.
- d. Post termination notice address: 9850 Carroll Canyon Road, San Diego, CA 92131.

2. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: Family Ranch, LLC.
- b. Address: 73910 Highway 140 East, Bly, CA. 97622.

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3. The contact information for the Landlord is:

a. Phone: 619-254-4452.

b. Email address: awakesd@me.com.

General Provisions

1. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
2. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
3. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
4. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
5. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
6. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
7. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
8. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
9. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property

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by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

10. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
11. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
12. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
13. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
14. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
15. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

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16. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

IN WITNESS WHEREOF Abiding Place Ministries and Family Ranch, LLC have duly affixed their signatures on this 14th day of December, 2015.

Robert White, CFO
per: ROBERT WHITE, CFO ABIDING PLACE
Abiding Place Ministries MINISTRIES

Mark P. Spalding
per: Mark P. Spalding
Family Ranch, LLC

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 21 day of December, 2015

Robert White, CFO
per: ROBERT WHITE, CFO ABIDING PLACE
Abiding Place Ministries MINISTRIES

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