HARDSHIP EXEMPTION APPLICATION

CD 13

ICO Area: City WIDE	Council File No.: 05-0872-S655
Interim Control Ordinance No.: 179027	Additional Interim Control Ordinance No.: N/A
Effective Date: 9-14-07	

Applicant (Record Owner): Liberty Bell Temple II	Telephone: 323-798-4813
Applicant Mailing Address: 5642 Hollywood Blvd.	Zip Code: 90028
Applicant's Representative: Edward Torchion	Telephone: 818-450-7587
Representative's Mailing Address: 5642 Hollywood Blvd.	Zip Code: 90028

Property Address: 5642 Hollywood Blvd.	Lot Area (sq. ft.): 500²
Legal Description: Storefront	Structure/Building Construction Date: 1940
Existing Zone (ZIMAS):	Permit History (Include Permit Numbers):
Existing Land Use Designation (From City Planning Department): 2300	

RECEIVED
CITY CLERK'S OFFICE
2009 JUN -8 AM 11:59
CITY CLERK
BY
DEPUTY

4/5

Describe Current Use (Include size in square feet, height, etc.):
RASTAFARIAN ministry (Religious ORGANIZATION), provider
pursuant to Prop 215 - SB420
(LAICO-179027)
500² ft. 1 story

Note: A Master Land Use Application is not required.

Describe Proposed Project and Use (Include size in square feet, height, etc.):

Why do you believe a hardship exists for which an exemption should be granted? (Attach a statement on a separate sheet if necessary. An economic analysis may also be submitted.)
SEE ATTACHED
STATEMENT: Hardship Exception

Do you have any ownership interest in any other parcels within 300 feet of this property? ( )Yes (✓) No
(If yes, submit a map showing the location and boundaries of the property for which an exemption is being requested, and the location of the other ownerships.)

ADDITIONAL INFORMATION FILING REQUIREMENTS

In addition to this form, all below items should be included with the application, unless otherwise instructed by City Staff.

a. Attach a **map showing the location and boundaries** of the property for which the exemption is being requested. (May be the same map as required in No. 7)

b. Attach a **Plot Plan** showing the building footprint, parking plan, landscaping, balconies, driveways, any amenities, etc.

c. Attach an **Elevation Plan**, which includes dimensions for all views.

d. Attach **Building Plans**. If plans have been accepted by the Department of Building and Safety, list Plan **Check No.** _____ and **Submittal Date** _____.

e. Submit a **Project History** summary that includes dates and descriptions of meetings, negotiations, expenditures, commitments, etc.

f. Submit **Photographs** of the subject property and all surrounding property – not over 8 ½ x 11 inches, but of adequate size to illustrate the condition and physical context of the property under discussion.

g. Attach any **additional information** as needed.

Note: A Master Land Use Application is not required.

THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Edward Forchion — 5/1/09

Applicant (Record Owner) * **Date**

Representative **Date**

* *Proof of ownership will be required at the time of application submittal. A recorded grant deed and/or City Clerk's ownership records printout are acceptable.*

Note: A Master Land Use Application is not required.

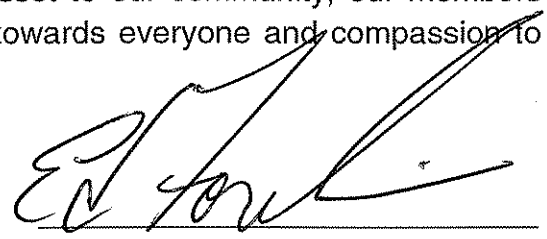
The Liberty Bell Temple II (**www.LIBERTYBELLTEMPLE.com**) is a **Rastafarian** faith based organization that has complied with the spirit and intention of prop 215 and SB420. We provide marijuana to our congregants as a spiritual sacrament and a medicine. As a church/temple we didn't believe we had to register with the city and have just become aware of the legal possibility that our previous legal opinions may have been wrong and we may need to register. We still believe that we as a religious organization have enhanced 1st amendment protections but in light of recent legal developments and federal policy changes we ask that the city council approve this hardship application.

RASTAFARIANISM: Is a religion which first took root in JAMAICA in the ninth century and has since gained adherents in the UNITED STATES. See: Mircea Eliade, Encyclopedia of Religion pages 96-97 (1998 edition). It is among the 1,558 religious groups sufficiently stable and distinctive to be identified as one of the existing religions in this country. See J. Gordan Melton, Encyclopedia of American Religious pages 870-71 (1991 edition). Standard descriptions of the religion emphasize the use of marijuana in cultic ceremonies designed to bring the believer closer to the divinity and to enhance unity among believers. Functionally, marijuana known as GANJA in the language of the religion --operates as a sacrament with the power to raise the partakers above the mundane and to enhance their spiritual unity.

While we have always complied with the city, county and state regulations our fear of Federal intervention prevented us from openly stating our religious/spiritual goals, as a result "out of fear" we failed to register prior to the moratorium. The staff here and elsewhere felt to register would require that the managing members of our temple literally confess a federal crimes in order to register with the city. The previous federal administration made a point of RAIDING dispensaries; the federal government's DEA raids had planted terror and fear in our members that prevented us from fully being open about our goals, duties and intentions to the city.

"I believe we have done everything possible to see that our congregants walk out with nothing but pleasure in thier hearts. We are a asset to our community, our members and the city itself. We show love to all, respect towards everyone and compassion to our patients and our community.

One Love and Respect."



Director: Edward "Njweedman" Forchion

Liberty Bell Temple II, Inc.

3144387

3144387

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 12 2009

Debra Bowen

DEBRA BOWEN
Secretary of State

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: $20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

3144387

DUE DATE: AUG 11 2009

COMPLETE PRINCIPAL OFFICE ADDRESS (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
[redacted] 5642 Hollywood Blvd.	Hollywood	CA	90028
3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Edward FORCHION	5453 (#1) Corteen Place	Valley Village	CA	9160
5. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
CHARQUANT Leyou - 5453 #1, Corteen Place		Valley Village	CA	91
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Chanel Forchion	1733 N. Gower St.,	Hollywood	CA	9002

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 8 must be completed with a Cal street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of S certificate pursuant to Corporations Code section 1505 and Item 8 must be left blank.)

7. NAME OF AGENT FOR SERVICE OF PROCESS

Edward FORCHION 5453 #1 Corteen Place, Valley Village CA 9

8. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
5453 #1 Corteen Place	Valley Village	CA	9160

DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT (California Civil Code section 1350, et seq.)

9. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Ir Development Act and proceed to Items 10, 11 and 12.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY	CITY	STATE	ZIP CODE

11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development.) — 9-DIGIT ZIP CODE

12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY	CITY	STATE	ZIP CODE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

5/17/09	Edward Forchion	CEO	Ed Forchion
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

314438

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAY 11 2009

ARTICLES OF INCORPORATION

I

The name of the corporation is LIBERTY BELL TEMPLE II, INC.

II

A. This corporation is a **RELIGIOUS CORPORATION** and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.

B. The specific purpose of this corporation is to promote the teachings of the Rastafarian Religion and its tenets.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Name: Edward Forchion
Address: 5642 Hollywood Blvd.,
Hollywood, CA 90038

IV

The name and address of the person who is appointed to act as the initial director of the corporation is:

Name: Edward Forchion
Address: 5642 Hollywood Blvd.,
Hollywood, CA 90038

V

A. This corporation is organized and operated exclusively for religious purposes within the meaning of Section 501(c)(3); Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI

The property of this corporation is irrevocably dedicated to religious purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for religious purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.

Edward Forchion, Director

I declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and deed.

Edward Forchion, Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 09/11/08

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Ishtar Insurance Services Inc. 14242 Ventura Blvd Suite 202 Sherman Oaks, CA 91423 Phone (818)728-1246 Fax (818)728-1239	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED Liberty Bell Temple II 5642 Hollywood Blvd. Hollywood, CA 90028- 818	INSURER A: USF Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
COVERAGES	INSURER F:	

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☑	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	TBDAPP569236310	09/11/08	09/11/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1,000,000 50,000 5,000 1,000,000 2,000,000 1,000,000
	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	☐	**GARAGE LIABILITY** ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
	☐	**EXCESS/UMBRELLA LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is also named as additional insured.

CERTIFICATE HOLDER

Colony Bancorp of Malibu
6161 Santa Monica Blvd. # 200
Los Angeles, Ca 90028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Alice Shamoon

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IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-11-2009

Employer Identification Number:
27-0147881

Form: SS-4

Number of this notice: CP 575 E

LIBERTY BELL TEMPLE II
% EDWARD FORCHION
5642 HOLLYWOOD BLVD
HOLLYWOOD, CA 90028

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-0147881. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements and on provisions of the Pension Protection Act of 2006 that may affect you.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL
MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only September 8, 2008, is made by and between Colony Bancorp of Malibu ("Lessor") and Robert Edward Forchion & Patrick Duff ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 5642 Hollywood Blvd., located in the City of Los Angeles, County of USA, State of California, with zip code 90028, as outlined on Exhibit _____ attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): _____

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building")and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) **Parking:** Zero unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** Three years and Zero months ("Original Term") commencing September 15th, 2008 ("Commencement Date") and ending September 14th, 2011 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3).

1.5 **Base Rent:** $ 2,500.00 per month ("Base Rent"), payable on the First of month day of each month commencing September 15, 2008. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 **Lessee's Share of Common Area Operating Expenses:** N/A percent (_____%) ("Lessee's Share"). Lessee's Share has been calculated by dividing the approximate square footage of the Premises by the approximate square footage of the Project. In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $ 2,500.00 for the period First month of the lease.

(b) **Common Area Operating Expenses:** $ Included (rent) for the period First month of lease.

(c) **Security Deposit:** $ 5,000.00 ("Security Deposit"). (See also Paragraph 5)

(d) **Other:** $ _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $ 7,500.00.

1.8 **Agreed Use:** Retail sales. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Dover Management Company, Inc. represents Lessor exclusively ("Lessor's Broker");

☐ _____ represents Lessee exclusively ("Lessee's Broker"); or

☐ _____ represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or three % of the total Base Rent for the brokerage services rendered by the Brokers).

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 53;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

INITIALS _____ INITIALS PD

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shall, within 30 days after request, deliver to the other Party satisfacto 'dence of such authority.

(b) If this Lease is executed by more than one pe or entity as "Lessee", each such person or entity shall be jointly a everally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Mediation and Arbitration of Disputes.** An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. Broker for Lessor. Lessee acknowledge and has been informed that the Agent for broker (Clifford A. Cole) representing Lessor in this transaction has a partnership interest in the subject property. Lessee waives any claims of conflict of interest and waives any claim to any duty whatsoever with respect to negotiations and leasing of the premises.

51. Store front appearance. Lessee shall at all times keep and maintain the premises, including the store front entrance in a first-class quality manner acceptable to Lessor. All signage and or awnings must be approved by Leesor prior to installation.

52. Rent adjustments. See attached paragraph.

53. Early Termination. Lessor at lessor sole discretion may terminate this lessee by giving Lessee a ninety (90) day prior written notice terminated this lease without any further consequences or cost to Leesor.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Los Angeles, CA	Executed: Los Angeles, CA
On: September 8, 2008	On: September 8, 2008
By LESSOR:	**By LESSEE:**
Colony Bancorp of Malibu	Robert Edward Forchion & Patrick Duff
By:	By:
Name Printed: Clifford A. Cole	Name Printed: Robert Edward Forchion
Title: President	Title:
By:	By:
Name Printed:	Name Printed: Patrick Duff
Title:	Title:
Address:	Address:

INITIALS PD INITIALS

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