


HARDSHIP EXEMPTION APPLICATION

05-0872-S12 CD12

ICO Area:	Council File No.: 
Interim Control Ordinance No.:	Additional Interim Control Ordinance No.:
Effective Date:	

Applicant (Record Owner): <i>MARIANO PERAZZO</i>	Telephone: <i>(818) 701-5507</i>
Applicant Mailing Address: <i>21708 Devonshire St.</i>	Zip Code: <i>91311</i>
Applicant's Representative: <i>Chatsworth Care Centers</i>	Telephone: <i>818 325-6622</i>
Representative's Mailing Address: <i>14630 Holland Blvd</i>	Zip Code: <i>91342</i>

Property Address: <i>21708 Devonshire St.</i>	Lot Area (sq. ft.): 900 <i>900 SQ.</i>
Legal Description: <i>Medical Marijuana Dispensary</i>	Structure/Building Construction Date:
Existing Zone (ZIMAS):	Permit History (Include Permit Numbers):
Existing Land Use Designation (From City Planning Department):	

Describe Current Use (Include size in square feet, height, etc.):

Note: A Master Land Use Application is not required.



CD12

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.)

<i>Couldnt get copy of existing insurance policy</i>
<i>so to change of ownership of the Building so</i>
<i>got new insurance.</i>

Do you have any ownership interest in any other parcels within 300 feet of this property? ()Yes (X) 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.

Mariano Pezazzo
Applicant (Record Owner) *

11/13/07
Date

(CCG) Chatsworth Care Givers
Representative

11/15/07
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.

**MEDICAL MARIJUANA DISPENSARY
BUSINESS INFORMATION FORM**

Business Name <i>(C.C.G.) Chatsworth Care Givers</i>	Telephone Number <i>(818) 201-5504</i>
Street Address, Unit # <i>21708 Devonshire St</i>	
City, State, Zip <i>Chatsworth CA 91311</i>	
Business Owner <i>MARIANO PERAZZO</i>	Telephone Number <i>(818) 325-6622</i>
Business Operator/Manager <i>MARIANO PERAZZO</i>	Telephone Number

Fill out the information form above and attach the following documents.

- a. City of Los Angeles Tax Registration Certificate
- b. State Board of Equalization seller's permit
- c. Property lease or documentation of ownership
- d. Business insurance
- e. Dispensary membership forms (blank)
- f. Los Angeles County Health Department permit (if needed)

Signature *Mariano Perazzo*

Date *11/13/07*

I certify that to the best of my knowledge and under the penalty of perjury, that the information contained on this Medical Marijuana Dispensary Business Information Form is correct.

I further certify that to the best of my knowledge and under the penalty of perjury, that attached documents are correct and true.



CITY OF LOS ANGELES

OFFICE OF FINANCE

P.O. BOX 53200

LOS ANGELES CA 90053-0200

12 100-001891 0710 1

CHATSWORTH CAREGIVERS GROUP INC
21708 DEVONSHIRE ST
CHATSWORTH CA 91311-2903

21708 DEVONSHIRE STREET
CHATSWORTH, CA 91311-2903

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 10/15/2007

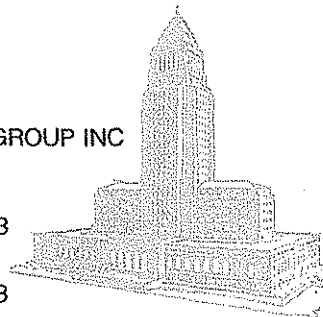
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002278170-0001-5	L044	Retail Sales	09/01/2007	Active

ISSUED TO

CHATSWORTH CAREGIVERS GROUP INC

21708 DEVONSHIRE STREET
CHATSWORTH, CA 91311-2903

21708 DEVONSHIRE STREET
CHATSWORTH, CA 91311-2903



ISSUED BY:

Antoinette D. Christaund

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

P.O. BOX 53200, LOS ANGELES CA 90053-0200



CITY OF LOS ANGELES

OFFICE OF FINANCE
P.O. BOX 53200
LOS ANGELES CA 90053-0200

24 100-000041 0710 1

CHATSWORTH CAREGIVERS GROUP INC
21708 DEVONSHIRE ST
CHATSWORTH CA 91311-2903

21708 DEVONSHIRE STREET
CHATSWORTH, CA 91311-2903

**PERMIT MUST BE
PROMINENTLY DISPLAYED**

THIS PERMIT MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TOBACCO RETAILER'S PERMIT

THIS PERMIT IS VALID FROM JANUARY 1, 2007 TO DECEMBER 31, 2007

L.A.M.C Sec. 46.91

ISSUED: 10/15/2007

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED
0002278170-0001-5	N005	Tobacco Retailer	09/27/2007

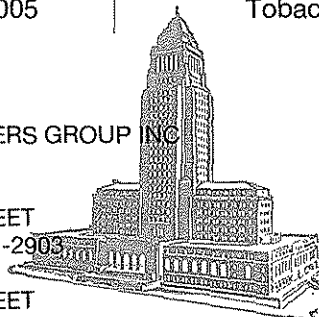
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CHATSWORTH CAREGIVERS GROUP INC

21708 DEVONSHIRE STREET
CHATSWORTH, CA 91311-2903

21708 DEVONSHIRE STREET
CHATSWORTH, CA 91311-2903



PERMIT MUST BE
PROMINENTLY DISPLAYED

2007

OFFICE OF THE CITY ATTORNEY

DISPLAY CALICIOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

4/1/2006 SR AC 100-818107

CHATSWORTH CAREGIVERS GROUP, INC
 21708 DEVONSHIRE ST
 CHATSWORTH, CA 91311-2903

NOTICE TO PERMITTEE.
 You are required to obey all
 Federal and State laws that
 regulate or control your
 business. This permit does
 not allow you to do
 otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE
 BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.
 THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS
 OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
 OWED BY THE NEW OPERATOR OF THE BUSINESS

Not valid at any other address.

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-142-R.F.V. 15 (2-XX)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boc.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION

Sales and Use Tax Department



CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 10/01)

Date: (For reference only): February 22, 2006

Devonshire Champion Plaza

(Landlord) and

Duke Eric Smith dba Chatsworth Commercial Group

(Tenant) agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 21708 Devonshire Street, Chatsworth CA 91311 (Premises), which comprise approximately 9.450 % of the total square footage of rentable space in the entire property. See exhibit A for a further description of the Premises.

2. TERM: The term shall be for Four years and 0 months, beginning on (date) March 1, 2006 (Commencement Date).

- A. Lease: and shall terminate on (date) March 1, 2010 at 12:01 AM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy... B. Month-to-month: and continues as a month-to-month tenancy... C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY): (1) \$ per month... (2) \$ 1,200.00 per month... (3) \$ per month for the period commencing and ending and per month for the period commencing and ending and per month for the period commencing and ending (4) In accordance with the attached rent schedule. (5) Other:

- B. Base Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day. C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit. B. Payment: Rent shall be paid to (Name) Devonshire Champion Plaza at (address) Devonshire Champion Plaza c/o George Rao 802 E. Mission rd San Gabriel, CA. 91776 or at any other location specified by Landlord in writing to Tenant. C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION:

Tenant is entitled to possession of the Premises on [] Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ 3,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent. B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession. C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials () () Tenant's Initials () ()



Reviewed by Broker or Designee Date

CL-11 REVISED 10/01 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 1 OF 6)

Ko Tri Realty 802 E Mission Dr San Gabriel CA 91776 Phone: (626)2858333 Fax: (626)2870914 Kotai Realty Inc

21708-lease.zf

Premises: 21708 Dayanahire Street, CA North CA 91321 Date February 22, 2006

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>03/01/2006</u> To <u>03/31/2006</u> Date Date	\$ <u>1,200.00</u>	\$ _____	\$ <u>1,200.00</u>	<u>February 27, 2006</u>
B. Security Deposit	\$ <u>3,000.00</u>	\$ _____	\$ <u>3,000.00</u>	<u>February 27, 2006</u>
C. Other: <u>March 2006-CAN FEES</u> Category	\$ <u>299.60</u>	\$ _____	\$ <u>299.60</u>	<u>February 27, 2006</u>
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>4,499.60</u>	\$ _____	\$ <u>4,499.60</u>	_____

8. PARKING: Tenant is entitled to as many as need unreserved and zero reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: N/A
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: No exception.
Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant. _____

14. PROPERTY OPERATING EXPENSES:
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. Tenant to share a 9.45% of total CAM fees. The monthly CAM is at \$299.60/month. The CAM fees may change year-to-year. See #41 page 5 for detail.

OR B. (if checked) Paragraph 14 does not apply.
15. USE: The Premises are for the sole use as Medical office to serve patients.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:
A. Tenant OR (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (_____) (_____)
Tenant's Initials (_____) (_____)

Reviewed by _____
Broker or Designee _____ Date _____



Premises: 21708 Devonshire Street, Chatsworth, CA 91311

Date FEBRUARY 22, 2006

- 18. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublease, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and, (vii) Two days before vacating the unit, Tenant must get appointment w/property manager for inspection, including a/c, plumbing, lighting, paint and heating. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 25. BREACH OF CONTRACT/EARLY TERMINATION: In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage; subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION: If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE: Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 1,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

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Landlord's Initials () ()
 Tenant's Initials () ()



Reviewed by _____ Date _____
 Broker or Designee _____

CL-11 REVISED 10/01 (PAGE 3 of 6)

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 3 OF 6)

Premises: 21708 Devonshire Street, Chatsworth, CA 91311

Date February 22, 2006

- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

34. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (_____) (_____)
 Tenant's Initials (_____) (_____)



CL-11 REVISED 10/01 (PAGE 4 OF 8)

Reviewed by _____
 Broker or Designee _____ Date _____

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 4 OF 8)

Premises: 21708 Devonshire Street, Ch. North CA 91311

Date February 22, 2006

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Devonshire Champion Plaza

Address 802 E. Mission Rd City San Gabriel State CA Zip 91776

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Kotai Realty-Betty Sun

By (Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) N/A

By (Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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 525 South Virgil Avenue, Los Angeles, California 90020

CL-11 REVISED 10/01 (PAGE 6 OF 6)

Reviewed by _____ Date _____
 Broker or Designee _____



COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 6 OF 6)

Chatsworth Caregivers Group (CCG)

Confidential Patient and Designated Primary Caregiver Registration Form

I am registering as a legally qualified patient.

I am registering as the designated primary caregiver for current patient member.
(Please complete designation of the primary caregiver form.)

Please Print Clearly – All contact information is for administrative use only

Name: _____

Address: _____

City: _____

CA Driver's License or ID No.: _____ Date of Birth: _____

Primary Phone No. _____ Secondary Phone No.: _____

Email Address: _____

Emergency Contact Person: _____

Medical Cannabis recommendation issued by:

Physician: _____ Phone No.: _____

Expiration Date: _____ Physician's License No.: _____

If Applicable

State Medical Cannabis ID Card No.: _____ County Issued: _____

PLEASE READ CAREFULLY AND SIGN BELOW

I, the undersigned, acknowledge that all information here is true accurate.

I understand that all information provided in this form is strictly confidential and will not be given to any other person, agency, or organization.

I hereby give my consent to an authorized agent of Chatsworth Care Givers (CCG) to contact my medical cannabis recommended physician for the purpose of verifying the status of my medical recommendation and any subsequent renewals. I will not hold liable CCG for contraindications as a result of using medical cannabis and will direct all questions and concerns regarding this therapy to my physician.

I have read and understand the policies and guidelines of CCG.

I consistently rely upon CCG for my safety and well being for my safety and well being as per California Health and Safety Code 11362.5

Member Signature: _____ Date: _____

For Staff Use Only

Verified By: _____ Verification Date: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2007

PRODUCER 310-698-0333 310-698-0335
Public Insurance Agency Inc.
3621 N. Sepulveda Blvd. Ste. 1
Manhattan Beach, CA 90266

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Chatsworth Caregivers/Mariano Perazzo
21708 Devonshire
Chatsworth, CA 91311

INSURER A: Penn Star Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW 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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PENDING	11/13/2007	11/13/2008	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 50,000	
						MED EXP (Any one person)	\$ 2,000
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> 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

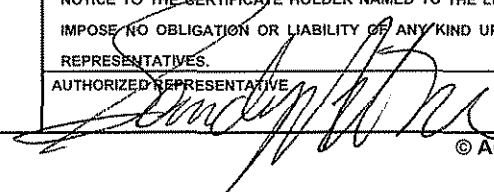
Medical Cannabis Dispensary

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2007

PRODUCER 310-698-0333 310-698-0335
Public Insurance Agency Inc.
3621 N. Sepulveda Blvd. Ste. 1
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INSURED
Chatsworth Caregivers/Mariano Perazzo
21708 Devonshire
Chatsworth, CA 91311

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Penn Star Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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
Medical Cannabis Dispensary

CERTIFICATE HOLDER

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AUTHORIZED REPRESENTATIVE