

29 PALMS PLAZA  
COMMERCIAL LEASE

By & between

29 PALMS PLAZA, LLC  
as Landlord

&

TenantName dba BusinessName  
as Tenant

Dated:

Premises: 71757 Twentynine Palms Hwy, Suite  
Twentynine Palms, CA 92277

Lease Commencement:

Lease Expiration:

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**BASIC LEASE PROVISIONS**

The words and figures set forth in paragraphs A to S, all inclusive, are part of this Lease wherever appropriate reference is made thereto, unless they are expressly modified elsewhere in this lease.

- A. Date of Execution: As of \_\_\_\_\_
- B. Owner: 29 PALMS PLAZA, LLC
- C. Tenant: \_\_\_\_\_
- D. Tenant's Trade Name: \_\_\_\_\_
- E. Shopping Center: The property particularly described and depicted on the Plot Plan marked Exhibit A, located at: City: Twentynine Palms  
County: San Bernardino State: California 92277  
Address nearest streets: 29 Palms Hwy and Encelia Ave
- F. Premises and address of Premises: The area generally highlighted on Exhibit A, containing the following approximate measurements: Frontage: N/A feet. Depth: N/A feet. Floor area      sq. ft.  
Address of Premises: 71757 29 Palms Hwy, Suite , Twentynine Palms, CA 92277 .
- G. Use of Premises: \_\_\_\_\_
- H. Term: months , Commencing on \_\_\_\_\_  
H-1. Cancellation date: N/A Termination Date: \_\_\_\_\_  
H-2. Early Possession: \_\_\_\_\_  
H-3. Option: \_\_\_\_\_
- I. Minimum Rent: \$ per month (\$ per year).  
I-1. Percentage Rent Rate      Percent (    %).
- J. Security Deposit: \$
- K. Late Charge: Ten percent ( 10 %) after Five (5) days.
- L. Common Area Expenses: Pro rata share plus 10% minimum management and services fee. Monthly estimated Common Area Maintenance charge is \$       
    .
- M. Parcels excluded from Common Area Taxes: None.
- N. Owner's Address for Rent and Notices: 29 Palms Plaza, LLC, 330 N. 6<sup>th</sup> Street, Suite 202, Redlands, CA 92374
- O. Tenant's Address and Phone Number for Notices (if different): N/A
- P. Exhibits: The following exhibits are attached hereto and made a part hereof: A through E .
- Q. Riders: The following riders are attached hereto and made a part hereof: \_\_\_\_\_
- R. Brokers: \_\_\_\_\_  
\_\_\_\_\_
- S. Miscellaneous: \_\_\_\_\_



Addenda or Riders are attached hereto and made a part of.

Q. ADDITIONAL EXHIBITS: Additional Exhibits lettered "A" through "E" are attached hereto and made a part hereof.

2. **PREMISES.** Landlord leases to Tenant the premises described in Section 1 and highlighted in Exhibit A (the "Premises"), located in this project described on Exhibit "A" (the "Project"). Landlord reserves the right to modify Tenant's percentage of the Project as set forth in Section 1 if the Project size is increased through the development of additional property. By entry on the Premises, Tenant acknowledges that it has examined the Premises and accepts the Premises in its present condition, subject to any additional work Landlord has agreed to do.
3. **TERM.** The term of this Lease is for the period set forth in Section 1, commencing on the date in Section 1. If Landlord, for any reason, cannot deliver possession of the Premises to Tenant upon commencement of the term, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting from such delay. In that event, however, there shall be a rent abatement covering the period between the commencement of the term and the time when Landlord delivers possession to Tenant, and all other terms and conditions of this Lease shall remain in full force and effect, provided, however, that if Landlord cannot deliver possession of the Premises to Tenant, this Lease shall be void. If a delay in possession is caused by Tenant's failure to perform any obligation in accordance with this Lease, the term shall commence on the date set forth in Section 1 and there shall be no reduction of rent between the commencement of the term and the time Tenant takes possession.
4. **RENT.**
  - A. **Base Rent.** Tenant shall pay Landlord monthly base rent in the Initial amount in Section 1 which shall be payable monthly in advance on the first day of each and every calendar month ("Base Monthly Rent") provided, however, the first month's rent is due and payable upon execution of this Lease. If the term of this Lease includes any rental abatement period, Tenant hereby agrees that if Tenant breaches the Lease and/or abandons the Premises before the end of the Lease Term, or if Tenant's right to possession is terminated by Landlord because of Tenant's breach of the lease, Landlord shall, at its option, (1) void the rental abatement period; and (2) recover from Tenant, in addition to any damages due Landlord under the terms and conditions of the Lease, rent prorated for the duration of the rental abatement period at a rental rate equivalent to two (2) times the Base Monthly Rent.
  - B. **Rent Adjustment.**
    - (1) **Cost of Living Adjustment,** if Section 1.J.(1) is checked, the Base Monthly Rent shall be subject to increase on each annual anniversary of the commencement of the term of this Lease. The base for computing the Increase is the Consumer Price Index Urban Wage Earners and Clerical Workers (Los Angeles - Anaheim - Riverside, California all items, 1982 - 1984+100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the ninetieth (90th) day preceding the date of the commencement of the term ("Beginning Index"). The Index published and in effect on the ninetieth (90th) day preceding each anniversary of the commencement of the term of this lease ("Extension Index") is to be used in determining the amount of the

increase from one year to the next. Beginning with the rent due on and after the first anniversary of the commencement of the term of this Lease, and on and after each subsequent anniversary, the Base Monthly Rent shall be increased to equal the product achieved by multiplying the initial full Base Monthly Rent by a fraction, the numerator of which is the extension Index and the denominator of which is the Beginning Index. In any event, the amount of the Adjustment shall not equal less than one hundred three percent (103%) of the Base Monthly Rent amount due in the anniversary month and shall not equal more than one hundred six percent (106%) of the Base Monthly Rent amount due in the anniversary month.

If the Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the Index is discontinued or revised during the term, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

- (2) **Step Increases**, if Section 1.J.(2) is checked, the Base Monthly Rent shall be increased periodically to the amounts and at the times set forth in Section 1.J.(2).

C. Expenses. The purposes of this Section 4.C is to ensure that Tenant bears a share of all Expenses related to the use, maintenance, ownership, repair or replacement, and insurance of the Project. Accordingly, Tenant shall pay to Landlord that portion of Tenant's share of Expenses related to the Project.

- (1) **Expenses Defined.** The term "Expenses" shall mean all costs and expenses of the ownership, operation, maintenance, repair or replacement, insurance and management (whether by owner or management company) of the Project, including without limitation the following costs:
- (a) All supplies, materials, labor, equipment, and utilities used in or related to the operation and maintenance of the Project;
  - (b) All maintenance, management, janitorial, legal, accounting, insurance, and service agreement costs related to the Project;
  - (c) All maintenance, replacement and repair costs relating to the areas within or around the Project, including without limitation, air conditioning systems, sidewalks, landscaping, service areas, driveways, parking areas (including resurfacing and restriping parking areas), walkways, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, etc. These costs may be including either based on actual expenditures or the use of an accounting reserve based on past cost experience for the Project or projected cost.
  - (d) Amortization (along with reasonable financing charges) of capital improvement made to the Project which may be required by any governmental authority or which will improve the operating efficiency of the Project (provided, however, that the amount of such amortization for improvements not mandated

by government authority shall not exceed in any year the amount of costs reasonably determined by Landlord in its sole discretion to have been saved by the expenditure either through the reduction or minimization of increases which would have otherwise occurred.)

- (e) Real Property Taxes including all taxes, assessments (general and special) and other impositions or charges which may be taxed, charged, levied, assessed or imposed upon all or any portion of or in relation to the Project or any portion thereof, any leasehold estate in the Premises or measured by rent from the Premises, including any Increase caused by the transfer, sale or encumbrance of the Project or any portion thereof. "Real Property Taxes" shall also include any form of assessment, levy, penalty, charge or tax (other than estate, inheritance, net income or franchise taxes) imposed by any authority having a direct or indirect power to tax or charge, including, without limitation, any city, county, state, federal or any Improvement or other district, whether such tax is (1) determined by the area of the Project or the rent or other sums payable under this Lease; (2) upon or with respect to any legal or equitable interest of Landlord in the Project or any part thereof; (3) upon this transaction or any document to which Tenant is a party creating a transfer in any interest in the Project; (4) in lieu of or as a direct substitute in whole or in part of or in addition to any real property taxes on the Project; (5) based on any parking spaces or parking facilities provided in the Project; or (6) in consideration for services, such as police protection, fire protection, street, sidewalk and roadway maintenance, refuse removal or other services that may be provided by any governmental or quasi-governmental agency from time to time which were formerly provided without charge or with less charge to property owners or occupants.

- (f) Plus ten percent (10%) of Expenses described as reimbursement for Landlord's overhead.

(2) **Annual Estimate of Expenses.** Landlord has estimated Tenant's portion of expenses as set forth in Section 1K and such estimate shall be revised by Landlord for each coming year of Tenant's lease term.

(3) **Monthly Payment of Expenses.** In addition to Tenant's Base Monthly Rent set forth in Section 1, Tenant shall pay to Landlord, as additional rent, Tenant's Estimated Annual Expense in equal monthly installments commencing at the same time as any rental commences under this Lease. As soon as practical following each calendar year, Landlord shall prepare an accounting of actual Expenses incurred during the prior calendar year and such account shall reflect Tenant's share of Expenses, if the additional rent paid by Tenant under this Section 4.C.(3) during the preceding calendar year was less than the actual amount of Tenant's share of Expenses, Landlord shall so notify Tenant and Tenant shall pay such amount to Landlord within thirty (30) days of receipt of such notice. Such amount shall be deemed to have accrued during the prior calendar year and shall be due and payable from Tenant even though the term of this Lease has expired or this Lease has been terminated prior to Tenant's receipt of this notice. Tenant shall have thirty (30) days from receipt of such notice to contest the amount due; failure to so notify Landlord shall represent final determination of Tenant's

share of expenses. If Tenant's payment was greater than the actual amount, then such overpayment shall be credited by Landlord to all present rent due under this Section 4.C.(3).

- D. **Rent Without Offset and Late Charge.** All rent shall be paid by Tenant to Landlord monthly in advance on the first day of every calendar month, at the address shown in Section 1, or such other place as Landlord may designate in writing from time to time. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All rent shall be paid in lawful currency of the United States of America. All rent due for any partial month shall be prorated at the rate of 1/30th of the total monthly rent per day. Tenant acknowledges that late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges and late charges that may be imposed on Landlord by the terms of any encumbrance or note secured by the Premises. Therefore, if any rent or other sum due from Tenant is not received when due, Tenant shall pay to Landlord an additional sum equal to ten percent (10%) of such overdue payment. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. Additionally, all such delinquent rent or other sums, plus this late charge, shall bear interest at the then maximum lawful rate permitted to be charged by Landlord. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of twenty-five dollars (\$25.00).
5. **PREPAID RENT.** Upon the execution of this Lease, Tenant shall pay to Landlord the prepaid rent set forth in Section 1L, such prepaid rent shall be applied first toward the rent due for the first month of the term and the balance, if any, to the successive month(s) of the term. Landlord's obligations with respect to the prepaid rent are those of a debtor and not a trustee, and Landlord can commingle the prepaid rent with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the prepaid rent. Landlord shall be entitled to immediately endorse and cash Tenant's prepaid rent; however, such endorsement and cashing shall not constitute Landlord's acceptance of this Lease. In the event Landlord does not accept this Lease, Landlord shall return said prepaid rent.
6. **SECURITY DEPOSIT.** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum set forth in Section 1M. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to use), apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in such amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to



interest on such deposit. If Tenant shall fully and faithfully perform every provision of this lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder). In the event of termination of Landlord's Interest in this Lease, Landlord shall transfer said deposit less any lawful deductions to landlord's successor In Interest notifying Tenant of the transfer, the amount of any claims made and the name and address of the transferee; and upon such transfer notice, Landlord shall not be liable further as to the security deposit.

7. **USE OF PREMISES AND PROJECT FACILITIES.** Tenant shall use the premises solely for the purposes set forth in Section 1 and for no other purpose without obtaining the prior written consent of Landlord. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or with respect to the suitability of the Premises or the Project for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises or the Project, except as provided in writing In this Lease. Tenant acknowledges that Landlord may from time to time, at its sole discretion, make such modifications, alterations, deletions or improvements to the Project as Landlord may deem necessary or desirable, without compensation or notice to Tenant. Tenant shall promptly comply with all laws, ordinances, orders and regulations that may be attached to this Lease and to any reasonable modifications to these rules and regulations as Landlord may adopt from time to time. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything In the Premises that will in any way increase the premiums paid by Landlord on its insurance related to the Project or which will in any way increase the premiums for fire or casualty Insurance carried by other tenants in the Project. Tenant will not perform any act or carry on any practice that may injure the Premises or the Project; that may be a nuisance or menace to other tenants in the Project; or that shall in any way interfere with the quiet enjoyment of such other tenants. Tenant shall not use the Premises for sleeping, washing clothes, cooking or the preparation, manufacture or mixing of anything that might emit any objectionable odor, noises, vibrations or lights onto such other tenants. If sound insulation is required to muffle noise produced by Tenant on the Premises, Tenant at its own cost shall provide all necessary insulation. Tenant shall not do anything on the premises which will overload any existing parking or service to the Premises. Pets and / or animals of any type shall not be kept on the premises.
8. **SIGNAGE.** Signage shall comply with rules and regulations set forth by Landlord as may be modified from time to time and shall conform to all applicable City codes pertaining to signage. Tenant shall place no window covering (e.g. shades, blinds, curtains, drapes, screens, or tinting material), stickers, signs, lettering, banners or advertising or display material on or near exterior windows or doors if such materials are visible from the exterior of the Premises, without Landlord's prior written consent. Similarly, Tenant may not install any alarm boxes, foil protection tape or other security equipment on the Premises without Landlord's prior written consent. Any material violating this provision may be destroyed by Landlord without compensation to Tenant.
9. **PERSONAL PROPERTY TAXES.** Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise and other personal property in or about the Premises.

10. **PARKING.** Landlord grants to Tenant and Tenant's customers, suppliers, employees and invites, a non-exclusive license to use the designated parking areas in the Project for the use of motor vehicles during the term of this Lease. Landlord reserves the right at any time to grant similar non-exclusive use to other tenants, to promulgate rules and regulations relating to the use of such parking areas, including reasonable restrictions on parking by tenants and employees, to designate specific spaces for the use of any tenant, to make changes in the parking layout from time to time, and to establish reasonable time limits on parking. Overnight parking is prohibited and any vehicle violating this or any other vehicle regulation adopted by Landlord is subject to removal, at the owner's expense. In the event a tax or surcharge is imposed upon Landlord for the maintenance of any parking spaces upon the Premises, Tenant will pay to Landlord, within ten (10) days prior to the delinquency for any such tax or surcharge, the amount of Tenant's proportionate share that relates to Tenant's Premises percent of the Project as set forth in Section 1 .g.
11. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.
12. **MAINTENANCE.** Landlord shall maintain, in good condition, the structural parts of the Premises, which shall include only the foundations, bearing and exterior walls (excluding glass window panes and storefront systems), subflooring and roof (excluding skylights), the unexposed electrical, plumbing and sewerage systems, including without limitation those portions of the systems lying outside the Premises, exterior doors (excluding glass), window frames, and the gutters and downspouts on the Building provided, however, the cost of all such maintenance shall be considered "Expenses" for purposes of Section 4.C. Except as provided above, Tenant shall maintain and repair the Premises in good conditions, including, without limitation, maintaining and repairing all of the heating, ventilating and air conditioning system servicing the Premises, walls, floors, ceilings, interior doors, exterior and Interior windows and fixtures as well as damage caused by Tenant, Its agents employees or invites. Upon expiration or termination of (his Lease, Tenant shall surrender the Premises to Landlord In the same condition as existed at the commencement of the term, except the reasonable wear and tear or damage caused by fire or other casualty for which Landlord has received all funds necessary for restoration of the Premises from insurance proceeds.
13. **ALTERATIONS.** Tenant shall not make any alterations to the Premises, or to the Project Including any changes to the existing landscaping, without Landlord's prior written consent If Landlord gives its consent to such alterations, Landlord may post notices in accordance with the laws of the state in which the premises are located. Any alterations made shall remain on and be surrendered with the Premises upon expiration or termination of the Lease, except that Landlord may, within 30 days before or 30 days after expiration of the term, elect to require Tenant to remove any alterations which Tenant may have made to the Premises. If Landlord so elects, Tenant shall, at its own cost, restore the Premises to the conditions designated by Landlord in its election, before the last day of the term or within 30 days after notice of its election is given, whichever is later.

Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall contract with a contractor approved by Landlord for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence

In compliance with plans and specifications approved by Landlord. On or before ten (10) days prior to the commencement of any work of improvement by Tenant, Tenant shall give written notice thereof to Landlord. All such construction shall be performed in a manner which will not interfere with the quiet enjoyment of other tenants in the Project. Tenant shall pay all costs for such construction and shall keep the Premises and the Project free and clear of all mechanics' liens which may result from construction by Tenant.

14. **RELEASE AND INDEMNITY.** As material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, and Tenant waives all claims against Landlord for damage to persons or property arising for any reason, except for damage resulting directly from Landlord's breach of Its express obligations under this Lease which Landlord has not cured within a reasonable time after receipt of written notice of such breach from Tenant. Tenant shall indemnify and hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on or about the Premises or Tenant's use of the Premises or Tenant's breach of any term of this Lease.
15. **INSURANCE.** Tenant, at its cost, shall maintain public liability and property damage insurance and products liability Insurance with a single combined liability limit of \$1,000,000, Insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. Public liability insurance, products liability insurance and property damage Insurance shall insure performance by Tenant of the Indemnity provisions of Section 14. Landlord shall be named as additional insured and the policy shall contain cross-liability endorsements. On all its personal property, at its cost, Tenant shall maintain a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements and "all risk" coverage on all Tenant's improvements or alterations. Tenant must maintain a policy of plate glass insurance and provide proof of coverage to Landlord. All insurance required to be provided by Tenant under this Lease shall release Landlord from any claims for damage to any person or the Premises and the project, and to Tenant's fixtures, personal property, improvements and alterations in or on the Premises or the Project, caused by or resulting from risks insured against under any insurance policy carried by Tenant and in force at the time of such damage. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by insurance companies authorized to do business in the state in which the premises are located with a financial rating of at least an A+ XII status as rated in the most recent edition of Best's Insurance Reports; (b) shall be issued as a primary policy; and (c) shall contain an endorsement requiring at least 30 days prior written notice of cancellation to Landlord and Landlord's lender, before cancellation, non-renewal or change in coverage, scope or amount of any policy. Tenant shall deliver a certificate or copy of such policy together with evidence of payment of all current premiums to Landlord within 30 days of execution of this Lease. Tenant's failure to provide evidence of such coverage to Landlord may, in Landlord's sole discretion, constitute a default under this Lease. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by the Insurer to evidence compliance with the aforementioned waiver.
16. **DESTRUCTION.** If during the term, the Premises or Project are more than 10% destroyed from any cause, or rendered inaccessible or unusable from any cause, Landlord may, in its sole discretion, terminate this Lease by delivery of

notice to Tenant within 30 days of such event without compensation to Tenant. If in Landlord estimation, the Premises cannot be restored within 90 days following such destruction, the Landlord shall immediately notify Tenant and Tenant may terminate this Lease by delivery of notice to Landlord within 30 days of receipt of Landlord's notice, if Landlord does not terminate this Lease and if in Landlord's estimation the Premises can be restored within 90 days, then Landlord shall commence to restore the Premises in compliance with then existing laws and shall complete such restoration with due diligence. In such event, this lease shall remain in full force and effect, but there shall be an abatement of rent between the date of destruction and the date of completion of restoration, based on the extent to which destruction interferes with Tenant's use of the Premises.

17. **CONDEMNATION.**

- A. **Definitions.** The following definitions shall apply. (1) "Condemnation" means (a) the exercise of any governmental power of eminent domain, whether by legal proceedings or otherwise by condemner and (b) the voluntary sale or transfer by Landlord to any condemnor either under threat of condemnation or while legal proceedings for condemnation are proceeding; (2) "Date of Taking" means the date the condemner has the right to possession of the property being condemned; (3) "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation; and (4) "Condemnor" means any public or quasi-public authority, or private corporation or individual, having a power of condemnation.
- B. **Obligations to be Governed by Lease.** If during the term of the Lease there is any taking of all or any part of the Premises or the Project, the rights and obligations of the parties shall be determined pursuant to this Lease.
- C. **Total or Partial Taking.** If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking. If any portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of the Premises.

If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the nature and extent of the taking have been finally determined. If Tenant elects to terminate this Lease, Tenant shall also notify Landlord of the date of termination, which date shall not be earlier than 30 days not later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking of the date of taking fails on a date before the date of termination as designated by Tenant, if any portion of the Premises is taken by condemnation and this Lease remains in full force and effect on the date of taking, the rent shall be reduced by an amount in the same ratio as the total number of square feet in the Premises taken bears to the total number of square feet in the Premises immediately before the date of taking.

18. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or encumber its interest in this Lease or the Premises or sublease all or any part of the Premises or allow any other person or entity (except Tenant's authorized representatives, employees, invites, or guests) to occupy or use all or any part of the Premises without first obtaining Landlord consent which Landlord may withhold in its sole discretion. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and at Landlord's election, shall

constitute a default. If Tenant is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of any partner, or the dissolution of the partnership, shall be deemed a voluntary assignment. If Tenant consists of more than one person, a purported assignment, voluntary or involuntary or by operation of law from one person to the other shall be deemed a voluntary assignment. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of at least 25% of the value of the assets of Tenant shall be deemed a voluntary assignment. The phrase "controlling percentage" means ownership of an right to vote stock possessing at least 25% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for election or directors. This Section 18 shall not apply to corporations the stock of which is traded through an exchange or over the counter. All rent received by Tenant from its subtenants in excess of the rent payable by Tenant to Landlord under this Lease shall be paid to Landlord, or any sums to be paid by an assignee to Tenant in consideration of the assignment of this Lease shall be paid to Landlord. If Tenant requests Landlord to consent to a proposed assignment or subletting. Tenant shall pay to Landlord, whether or not consent is ultimately given, \$500 or Landlord's reasonable attorney's fees incurred in connection with such request, whichever is greater.

No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; or If Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; or (b) if a writ of attachment or execution is levied on this Lease; or (c) If in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

19. **DEFAULT.** The occurrence of any of the following shall constitute a default by Tenant: (a) A failure to pay rent or other charge when due; (b) abandonment and vacation of the Premises (failure to occupy and operate the business for ten consecutive days shall be deemed an abandonment and vacation); or (c) failure to perform any other provision of this Lease.
20. **LANDLORD'S REMEDIES.** Landlord shall have the following remedies if Tenant is in default (these remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law): Landlord may terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. Upon termination of Tenant's right to possession, Landlord has the right to recover from Tenant: (1) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant

proves could have been reasonably avoided; (3) 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 the Tenant proves could have been reasonably avoided; and, (4) any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform his obligations under the Lease, or which in the ordinary course of things would be likely result therefrom. The worth", as used for item 20(1) in this Paragraph 20 is to be computed by allowing interest at the maximum rate an individual is permitted to charge by law or 12%, whichever is greater. "The worth at the time of the award" as used for Item 20(2). In this Paragraph 20 is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.

21. **ENTRY ON PREMISES.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes: (a) To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) To do any necessary maintenance and to make any restorations to the Premises or the project that Landlord has the right or obligation to perform; (c) To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last 00 days of the term, or during any period while Tenant is in default; (d) To show the Premises to prospective lenders, insurance agents, brokers, agent, buyers, tenants or persons interested in an exchange, at any time during the term; or (e) To repair, maintain or improve the Project and to erect scaffolding and protective barricades around and about the Premises but not so as to prevent entry to the Premises and to do any other act or thing necessary for the safety or preservation of the Premises or the Project. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises as provided in this Section 21. Tenant shall not be entitled to an abatement or reduction of rent If Landlord exercises any rights reserved in this Section 21. Landlord shall conduct his activities on the Premises as provided herein in a manner that will reasonably cause the least inconvenience, annoyance or disturbance to Tenant. For each of these purposes, Landlord shall at all times have and retain a key with which to unlock all the doors in, upon and about the Premises, excluding Tenant's vaults and safes. Tenant shall not alter any lock or install a new or additional lock or boil on any door of the Premises without prior written consent of Landlord. If Landlord gives its consent, Tenant shall furnish Landlord with a key for any such lock.
22. **SUBORDINATION.** Without the necessity of any document being executed by Tenant for the purpose or effecting a subordination, and at the election of landlord or any mortgagee or any beneficiary of a Deed of Trust with a lien on the Project or any ground lessor with respect to the Project, this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases which may no exist or hereafter be executed affecting the Project, and (b) the lien on of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Project, ground leases, or Landlord's interest or estate in any of said items is specified as security. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorney to and become the Tenant of the successor in interest to Landlord. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord any additional documents evidencing the priority or subordination of the Lease with respect to any such

ground lease or underlying leases or the lien of any such mortgage or deed of trust. In the event Tenant fails to execute and deliver such requested notice within ten (10) days, Tenant shall be deemed to have irrevocably appointed Landlord as attorney-in-fact of Tenant to execute, deliver and record any such document in the name and on behalf of Tenant.

Tenant, within ten (10) days from notice from Landlord, shall execute and deliver to Landlord in recordable form, certificates stating that this Lease is not in default, is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. This certificate should also state the amount of current monthly rent, the dates to which rent has been paid in advance, and the amount of any security deposit and prepaid rent. Failure to deliver this certificate to Landlord within ten (10) days shall be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as may be represented by Landlord.

23. **NOTICE.** Any notice, demand, request, consent, approval or communication desired by either party or required to be given, shall be in writing and served either personally or be sent prepaid certified first class mail, addressed as set forth in Section 1. Either party may change its address by notification to the other party. Notice shall be deemed to be communicated 48 hours from the time of mailing, or from the time of service as provided in this Section 23.
24. **WAIVER.** No delay or omission in the exercise of any right or remedy by Landlord shall impair such right or remedy or be construed as a waiver. No act or conduct of Landlord, including without limitation, acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.
25. **SURRENDER OF PREMISES; HOLDING OVER.** Upon expiration of the term, Tenant shall surrender to Landlord the Premises and all tenant Improvements and alterations in good condition, except for ordinary wear and tear and alterations Tenant is obligated to remove under the provisions of Section 13 herein. Tenant shall remove all personal property including, without limitation, all wallpaper, paneling, and other decorative improvements or fixtures and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration of the term, including for example, restoring all wall surfaces to their condition prior to the commencement of this Lease. Landlord can elect to retain or dispose of in any manner Tenant's personal property not removed from the Premises by Tenant prior to the expiration of the term. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storage, removal or disposal of Tenant's personal property.

If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the term, or after the date of any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on written 30-day notice at any time, by either party. All provisions of this Lease, except

those pertaining to term and rent shall apply to the month-to-month tenancy. Tenant shall pay monthly rent in an amount equal to 150% of Rent for the last full calendar month during the regular term plus 100% of said last month's estimate of Tenant's share of Expenses pursuant to Section 4.C.3.

26. **LIMITATION OF LIABILITY.** In consideration of the benefits accruing hereunder, Tenant agrees that, in the event of any actual or alleged failure, breach or default of this Lease by Landlord, If Landlord is a partnership: (a) The sole and exclusive remedy shall be against the partnership and its partnership assets; (b) No partner of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of the partnership); (c) No service of process shall be made against any partner of Landlord (except as may be necessary to secure jurisdiction of the partnership); (d) No partner of Landlord may shall be required to answer or otherwise plead to any service of process; (e) No partner of Landlord may be taken against any partner of Landlord; (f) Any judgment taken against any partner of Landlord may be vacated and set aside at any time without hearing; (g) No writ of execution will ever be levied against the assets of any partner of Landlord; (h) These covenants and agreements are enforceable both by Landlord and also by any partner of Landlord.

Tenant agrees that each of the foregoing provisions shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by statute or at common law.

27. **MISCELLANEOUS PROVISIONS.**

- A. **Time of Essence.** Time is of the essence of each provision of this Lease,
- B. **Successor.** This Lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Section 18 herein.
- C. **Landlord's Consent.** Any consent required by Landlord under this Lease must be granted in writing and may be withheld by Landlord in its sole and absolute discretion.
- D. **Commissions.** Each party represents that Is has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner, except for the broker Identified in Section 1, who shall be compensated by Landlord.
- E. **Other Charges.** If Landlord becomes a party to any litigation concerning this Lease, the Premises or the Project, by reason of any act or omission of Tenant or Tenant's authorized representatives, Tenant shall be liable to Landlord for reasonable attorney's fees and court costs incurred by Landlord In the litigation whether or not such litigation leads to actual court action. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and cost of suit. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all collection agency fees charged to Landlord In addition to rent, late charges, interest and other sums payable under this Lease. Tenant shall pay a charge of \$75 to Landlord for preparation of a demand for delinquent rent.
- F. **Landlord's Successors.** In the event of a sale or conveyance by Landlord of the Project, the same shall operate to release from any liability under this Lease, and in such event Landlord's successor in Interest shall be solely responsible for all obligations of Landlord under this Lease.



- G. **Interpretation.** This Lease shall be construed and Interpreted in accordance with the laws of the State of California. This Lease constitutes the entire agreement between the parties with respect to the Premises and the Project, except for such guarantees or modifications as may be executed in writing by the parties from time to time. When required by the context of this Lease, the singular shall include the plural, and the masculine shall include the feminine and/or neuter. "Party" shall mean Landlord or Tenant. If more than one person or entity constitutes Landlord or Tenant, the obligations imposed upon that party shall be joint and several. The enforceability, Invalidity or Illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.
- H. **Estoppel Certificate.** Within three (3) days of Landlord's request, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing, certifying that this lease is unmodified and in full force and effect, (or If there have been modifications, identifying the same by the date thereof and specifying the nature thereof, that to the knowledge of Tenant, no uncured event of default exists hereunder, the dates to which the fixed and other sums and charges payable hereunder have been paid, and that the Tenant to his knowledge has no claims against the Landlord.
28. **CONDITION OF PREMISES:** Tenant has inspected the Premises and hereby accepts same In Its "as is" condition. Landlord shall provide functioning heating, ventilation and air-conditioning and electrical.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.**

**[ SIGNATURE PAGE TO FOLLOW ]**

Acknowledged & Agreed by:

**LANDLORD:**

29 PALMS PLAZA, LLC

\_\_\_\_\_

By:  
Its:

Date: \_\_\_\_\_

**TENANT:**

TENANTNAME

\_\_\_\_\_

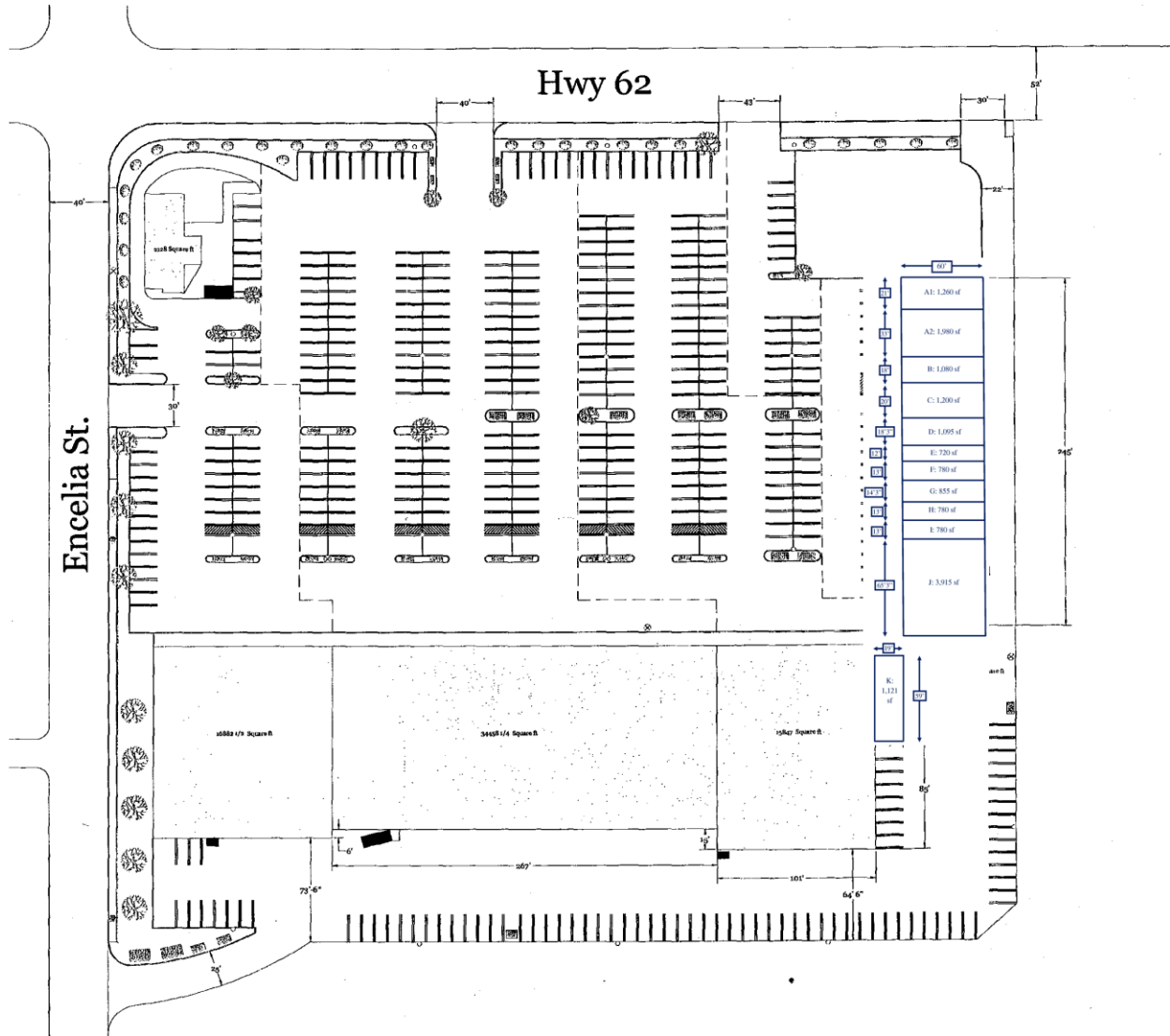
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Its:

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT "A"**

**THE PROJECT & THE PREMISES**



Tenant's Premises are outlined/highlighted in red/blue/color.

EXHIBIT "B"

SIGNAGE

Tenant shall be allowed one business identification sign as follows:

**I. BUSINESS IDENTIFICATION.**

- A. All signs must be submitted to the Lessor for review and approval before Lessee contracts purchase of said sign. All tenants are required to have signs installed on their store fronts within 60 days of their taking possession of rental space from Lessor.
- B. The approved sign is an interior lighted box sign using a white background. Channel Letter signs will also be allowed on a case by case basis.
- C. There shall be no flashing signs. Signs must be internally illuminated. All illumination shall be kept at a constant intensity at all times when in use and shall not exhibit sudden or marked changes in lighting effects. No rotating, flashing, blinking, fluctuating or otherwise animated signs shall be permitted. All signage must be U.L. rated.
- D. The permitted sign area for building signs of retail establishment located in shopping center shall be as follows:
  - Shops 15' Wide - Maximum sign 3' X 9'
  - Shops 20' Wide - Maximum sign 3' X 12'
  - Shops 25' Wide - Maximum sign 3' X 15'
  - Shops 30' Wide - Maximum sign 3' X 18'The sign area for shops 31' or wider shall be determined by the Lessor.
- E. Attached retail establishments within the shopping center will be limited to one building sign per facing street or subject retail establishment.
- F. Building sign shall not extend above or below the face of the building.
- G. Building sign shall not be painted or pasted directly on the surface of any building, wall, fence, or window.
- H. Portable street signs will not be allowed without Lessor approval and will be on a temporary basis only.
- I. Painted plywood signs will not be allowed. Signs should be made of metal casing with plastic overlay.
- J. All signs will be completed in a neat and professional manner. The installation of signs shall include proper waterproofing of installation holes in mansard roof in order to prevent leakage damaging the ceiling tiles under the sidewalk canopy.
- K. Any damage caused to the mansard roofing or to the canopy ceiling tiles due to water damage caused by not properly sealing holes put in the mansard will be repaired at sole cost of the tenant installing or removing such sign.

- L. All signs which are applied to windows for the purpose of "outdoor" or exterior advertising are subject to review by Lessor and in all cases, sign(s) shall be limited to an area not greater than 25 percent of the window area on the face of the building on which it is applied. In no case shall a window area be used for the purpose of identifying the retail establishment on which it is located when a building sign(s) for subject establishment exists.
- M. All Lessee signs must be in kept in good appearance and working condition. Lessee shall be responsible for all maintenance and repair of Lessee's signs.

**II. PAYMENT FOR SIGNAGE:**

- A. Any and all cost of Tenant's business identification sign, including but not limited to installation, design, maintenance, operation, repair and insurance, shall be at Tenant's sole cost and expense.

**III. CITY APPROVAL:**

- A. Any sign shall be subject to the appropriate approval and permits by the applicable City agency and shall further be subject to Landlord's prior written approval of Tenant's signage design.

**EXHIBIT "C"**

**ADDENDUM OF LEASE**

Dated:

The following amendment to that Lease by and between 29 PALMS PLAZA, LLC, (Lessor), and TenantName (Lessee), dated at the Premises known as 71757 29 PALMS HWY, SUITE , TWENTYNINE PALMS, CA 92277 is hereby incorporated by reference thereto.

1. Upon occupancy, Lessee accepts the premises "as is." Any improvements by Tenant will be performed by licensed insured vendors with all required permits and according to all applicable codes and ordinances.
2. The term of this Lease shall be for a period of () years commencing on and terminating . Tenant to have early possession through free of rent and estimated CAM charges.
3. Minimum base rent shall be \$ per month for the period through . Common Area Maintenance (CAM) impounds shall be \$ per month and may be adjusted by Lessor.
4. The security deposit shall be \$.
5. Without limiting Lessor's remedies, should Lessee default on any payments due or mandated under this lease contract, Lessee shall immediately be required to repay to Lessor the equivalent of any and all amounts granted in free rents, rental concessions and/or tenant improvement allowances.
6. Invoices for rent and/or other charges may be sent to Lessee as a courtesy each month. These invoices are merely a courtesy, and Lessor is not required by the Lease to issue invoices for monthly rent and/or estimated CAM charges. Should Lessee not receive an invoice, Lessee is not excused from timely payment of all charges. Timely payment of the rent by the due date is of the essence. Notwithstanding the late charge provision, failure to pay the contract rent on or before the specified due date may subject the Lessee to immediate service of a three-day notice to pay or quit.
7. Pursuant to California law, if Lessee passes a check on insufficient funds, Lessee will be liable to Lessor for the amount of the check and a service charge of \$25.00 for the first check passed on insufficient funds, and \$40.00 for each subsequent check passed on insufficient funds. Said service charges shall be considered additional rent and will be deducted first from any payments received before the balance is applied to the unpaid rent and/or may be deducted from Lessee's Security Deposit as such. If a personal or business check is dishonored two times in a 12-month period, then personal checks will no longer be accepted and rent payment shall be in the form of certified funds such as cashier's check or money order only for the duration of the Lease.
8. Lessees agree that, for purposes of this Lease, a 3-Day Notice period shall suffice for any Lease violation notwithstanding contrary language in the Lease.

10. Any payment made may, at Lessor's discretion, first be credited to the oldest outstanding charges on Lessee's account (i.e., actual CAMs, late fees, legal fees and costs, NSF charges, etc.) and then to rent and/or estimated CAM charges. Further, such fees should be considered additional rent and collected the same as rent.
11. If a notice has to be served regarding rent payment or violation of other lease provisions, Lessee will be assessed actual costs of serving the notice or a minimum charge of \$50.00. This charge shall be considered Additional Rent.
12. Lessee shall provide a certificate of liability insurance to the property manager for all units occupied by Lessee naming the Lessor, Inland Empire Capital, LLC, and Redlands Plaza as additional insured's.
13. ATTORNEYS' FEES. If Lessor is made a party defendant to litigation concerning this Lease or the Premises or the occupancy thereof by Lessee, then Lessee shall hold harmless Lessor from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Lessor in such litigation, whether or not any such litigation is prosecuted to judgment. If Lessor commences an action against Lessee to enforce any of the terms hereof, or for the recovery of any rent due hereunder, or for any unlawful detainer of the Premises, Lessee shall pay to Lessor reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Lessee breaches any term of this Lease, Lessor may employ an attorney or attorneys to protect Lessor's rights hereunder, and in the event of such employment following any breach by Lessee, Lessee shall pay Lessor reasonable attorneys' fees and expenses incurred by Lessor whether or not action is actually commenced against Lessee by reason of said breach,
14. CONFIDENTIALITY. The parties hereto, including, but not limited to, their heirs, successors, assigns and legal representatives, agree that this Lease shall not be recorded (except that a Memorandum of Lease may be recorded as provided at Paragraph 250 and that all such parties hereby agree to use their best reasonable efforts to preserve the confidentiality of this transaction. This confidentiality agreement extends to any developers, bankers, lawyers, accountants, employees, agents, brokers or any other persons acting on behalf of the parties hereto. The parties hereto agree to use their best reasonable efforts to avoid discussing with, or disclosing to, any third parties (except those parties listed above and except for prospective acquirers of the interest of either party and their respective representatives and agents) any of the terms, conditions or particulars in connection with this transaction. It is specifically agreed by way of illustration, but not by limitation, that the covenant of confidentiality set forth herein shall not be breached if such information is disclosed in connection with or due to any governmental law or ordinance, but this covenant of confidentiality shall be breached if Lessor or Lessee, or any of their developers, bankers, accountants, agents, lenders, lawyers or other similar parties, discloses the content of or delivers a copy of this Lease to, any third party without the express written consent of all parties to this Lease. Any breach of

this confidentiality agreement shall constitute an Event of Default under the terms and provisions of this Lease. In the event of default by the Lessee, the then existing rent shall be increased to 150 percent of such then existing rent

15. In the event there should be a conflict between the terms of the Lease and this Addendum, this Addendum shall prevail.
16. These documents, including this lease, have been prepared for submission to your attorney for approval regarding protection of your legal rights. No representation or recommendation is made by Redlands Plaza as to the legal sufficiency, legal effect, or tax consequences of these documents or the transaction relating thereto.
17. Lessee will inform Lessor of any change in home address and telephone number.

IN ALL OTHER RESPECTS, SAID LEASE SHALL REMAIN UNMODIFIED AND IN FULL FORCE AND EFFECT.

LESSOR:  
29 PALMS PLAZA, LLC

LESSEE:  
TENANTNAME

BY: \_\_\_\_\_  
Name

BY: \_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



EXHIBIT "D"

CALIFORNIA STANDARD GUARANTY OF LEASE

FOR VALUE RECEIVED in consideration of 29 PALMS PLAZA, LLC hereinafter called "Owner", entering into a Lease dated      of the property described in said Lease, with      hereinafter called "Tenant", the undersigned personally guarantee(s) the full and faithful performance by Tenant of all the provisions, covenants, and conditions, on the part of Tenant to be performed by Tenant under the Lease within the time and in accordance with the terms of the Lease, including, without limitation, the obligation to pay fixed rent and other charges required to be paid by Tenant under the terms of the Lease.

The undersigned further agree(s) that Owner may, without notice assign this guaranty in whole or in part, and expressly waives the provisions of California Civil Code, Section 2845, and waive(s) any right to require the holder of the within instrument to first proceed against the Tenant or apply any security it may hold or to first exhaust any other remedy.

The undersigned agree (s) that all of its obligations under this guaranty are joint and several and are independent of the obligations of Tenant under the Lease, and that a separate action may be brought against him whether or not an action is commenced against the Tenant under the Lease.

In the event an action is commenced by Owner against the undersigned, the undersigned agrees to pay a reasonable attorney's fee and all costs and expenses that may be incurred by Owner, which fees, costs, and expenses shall be deemed to have accrued on the date of the commencement of any such action.

This guaranty is given with the full knowledge that Landlord is relying upon it in entering into the Lease and that but for this guaranty. Owner would not enter into said Lease with Tenant.

Dated:

\_\_\_\_\_  
Name

\_\_\_\_\_  
SSN:

EXHIBIT "E"

RELEASE OF LIABILITY / INDEMNITY AGREEMENT

Regarding the Following Lease:

Premises: 71757 29 Palms Hwy, Suite , Twentynine Palms, CA 92277

Lease Dated:

Lessor: 29 PALMS PLAZA, LLC

Lessee

Regarding: Insurance Required by Lessee under that Lease  
Release of Liability / Indemnity Agreement

TO WHOM IT MAY CONCERN:

On behalf of the Lessee named in the above-referenced lease, it is my/our intention to provide the proper and necessary insurance as outlined in the above-referenced lease documents. I/we have made, and intend to make, additional inquiries with local insurance agents regarding the required insurance coverages and intend to have the property insurance and coverages in place.

The Insurance Policy is to name the "Lessor" (named above) as additional insured.

In the interest of obtaining immediate possession of the premises, and until such time as the property insurance is in place, and for any shortfalls or items not covered by insurance, I/we hereby notify the Lessor, his managing agent, and any other party associated with the above-referenced lease, that from the time of taking possession to the premises, I/we, as the Lessee named in the lease, assume full responsibility for any loss, damage or injury sustained or caused by me, my employees, business associates/customers or invitees or damage or destruction to any personal business property or equipment, including any fixtures/installations added by me/us.

In addition, I/we shall indemnify and hold harmless the Lessor, his managing agent, or any party associated with the lease, for any claims for loss, injury, damage, death, or any other claims or occurrence that may result, for the premises referenced above.

Furthermore, it is agreed, that if the Lessee fails to provide the proper Insurance Certificate to the Lessor within thirty (30) days from date of possession, then the Lessor shall provide Liability Insurance for and on behalf of the Lessee, at Lessee's sole cost and expense.

Lessee:

By: \_\_\_\_\_  
Name

Dated: \_\_\_\_\_