



Lotus Property Services, Inc.

4157 E. Live Oak Ave

Arcadia, CA 91006

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GUARANTY OF LEASE

(CO-SIGNER AGREEMENT)

THIS GUARANTY OF LEASE (“Guaranty”) is made for valuable consideration by

_____ (“Guarantor”) in Favor of **LOTUS PROPERTY**

SERVICES, INC. (“Agent”) in connection with that certain lease dated _____ (“the

Lease”) pursuant to which Agent leases to _____ (“Tenant”) the premises

generally referred to as _____ (“The Premises”). The terms used in this

guaranty shall have the same definitions as set forth in the lease. The provisions of this Guaranty shall

supersede any inconsistent or conflicting provisions of the lease.

GUARANTOR HEREBY AGREES AS FOLLOWS:

1. Guarantor absolutely and unconditionally guarantees and promises to Agent the due, punctual and full performance by Tenant of each and all covenants, obligations, liabilities, and promises of Tenant and all the truth and accuracy of each and all representations and warranties of Tenant contained in the Lease, including without limitation, the full and timely payment of rent as it comes due.
2. Without the consent of or notice to Guarantor and without affecting any of the Guarantor’s obligations hereunder:
 - a) any term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Agent and Tenant, and Guarantor guarantees any promises to perform all of the Tenant’s obligations under the Lease as so amended, compromised, released or altered;
 - b) any Guarantor of or party to the Lease may be released, substituted or added;
 - c) any right or remedy under the Lease, this Guaranty or any other instrument or agreement may be exercised, not exercised, impaired, modified, limited, destroyed or suspended;
 - d) Agent or any other person may deal in any manner with Tenant, any Guarantor, any party to the Lease or any person: and
 - e) all or part of the premises of the Tenant’s right’s or liabilities under the lease may be sublet, assigned or assumed as provided in the Lease.
3. Guarantor waives and agrees not to assert or to take advantage of:
 - a) any right to require Agent to proceed against Tenant or any other person or to pursue any other remedy before proceeding against Guarantor;
 - b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease;
 - c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person: and
 - d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by election of remedies or otherwise) of Tenant’s liabilities, of Guarantor’s subrogation rights, or of Guarantor’s right to proceed against Tenant for reimbursement.
4. Guarantor waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in Tenant’s financial status or other facts which increase the risk to Guarantor, notices of nonperformance and notices of acceptance of this Guaranty) and protest of each and every kind.

5. Until all of Tenant's obligations under the Lease are fully performed, Guarantor;
 - a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; and
 - b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant under, arising out of or related to the Lease or Tenant's use of the premises.
6. Guarantor is relying upon its own knowledge and is fully informed with respect to Tenant's financial condition. Guarantor assumes full responsibility for keeping fully informed of Tenant's financial condition and all other circumstances affecting Tenant's ability to perform its obligations to Agent, and agrees that Agent will have no duty to report to Guarantor any information Agent receives about Tenant's financial condition or any circumstances bearing on Tenant's ability to perform.
7. Guarantor's liability and all rights, powers and remedies of Agent hereunder and the liability and obligations of Tenant and all rights, powers and remedies of Agent under the Lease shall be cumulative and not alternative; and such rights, powers and remedies under the Lease and under this Guaranty shall be in addition to all rights, powers and remedies given to the Agent by law.
8. (If more than one Guarantor) The obligations and promises set forth herein shall be the joint and several undertakings of each person executing this Guaranty as a Guarantor. Agent may proceed hereunder against anyone or more of said persons without waiving its rights to proceed against any of the others.
9. This Guaranty applies to, insures to the benefit of and binds all parties hereto, their heirs, devisees, executors, administrators, representatives, successors and assigns (including any purchaser at judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). Agent may assign this Guaranty voluntarily or by operation of law without reducing or modifying Guarantor's liability hereunder.
10. This Guaranty shall constitute the entire agreement between Guarantor and Agent with respect to the subject matter hereof. No provision of this Guaranty or right of Agent hereunder may be waived; nor may Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director, trustee or partner of Agent.
11. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.
12. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any breach of such provision or any other provisions hereof.
13. In the event Agent or Guarantor participates in an action against the other arising out of or in connection with this Guaranty, the prevailing Agent or Guarantor shall be entitled to recover from the other reasonable legal service fees, collection costs and other costs reasonably incurred in and in preparation for the action.
14. All matters with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.
15. (If the Guarantor is an entity) Each individual executing this Guaranty on behalf of Guarantor represents and warrants he/she is duly authorized to execute and deliver this Guaranty on behalf of Guarantor and this Guaranty is binding upon Guarantor in accordance with its terms; and (if Guarantor is a corporation) that this Guaranty has been executed in accordance with a duly-adopted resolution of the Board of Directors of Guarantor or in accordance with the bylaws of Guarantor.

Executed this _____ . In the City of _____,
 County of _____, State of California.

PRINT NAME: _____ **GUARANTOR:** _____