

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (the “**Guaranty**”) is made by _____ (“**Guarantor**”), in favor of _____ (“**Landlord**”).

WHEREAS, _____ (“**Tenant**”) desires to enter into a lease (the “**Lease**”) with Landlord for _____ Premises _____ and

WHEREAS, Guarantor has requested that Tenant enter into the Lease and agrees that Guarantor will benefit from Tenant’s entering into the Lease; and

WHEREAS, as a condition to entering into the Lease, Landlord has requested that Guarantor guaranty the full payment and performance of all of Tenant’s obligations under the Lease in the manner hereinafter set forth;

NOW, THEREFORE, to induce Landlord to enter into the Lease, Guarantor hereby agrees as follows:

1. (a) Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord and the successors and assigns of Landlord the full, faithful and punctual payment, performance and observance, by Tenant, of all the terms, covenants, and conditions in the Lease and any extensions, renewals or modifications thereof on Tenant’s part to be paid, performed and/or observed. This Guaranty shall include any liability of Tenant that shall accrue under the Lease for any period preceding, as well as any period following the term of the Lease. Guarantor waives notice of any breach of default by Tenant.

(b) If, at any time, Tenant defaults in the payment, performance or observance of any of the terms, covenants, or conditions in the Lease on Tenant’s part to be paid, performed, or observed, Guarantor will pay, perform and/or observe the same, as the case may be, in place and stead of Tenant.

2. Any act of Landlord, or the successors or assigns of Landlord, constituting a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without releasing Guarantor from its obligations and liabilities hereunder.

3. The obligations and liabilities of Guarantor hereunder shall not be released by Landlord’s receipt, application or release of security given for the performance and observance, nor by any modification of the Lease, but in case of any such modification the liability of Guarantor shall be deemed modified in accordance with the terms of any such modification of the Lease.

4. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors’, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant’s liability under the Lease, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or

Initials _____

transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; or (f) the cessation from any cause whatsoever of the liability of Tenant.

5. Until all the covenants and conditions in the Lease on Tenant's part to be performed and observed, are fully performed and observed, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under said Lease.

6. Guarantor agrees to pay all expenses of Landlord, its successors or assigns, including reasonable attorneys' fees and costs, incurred by Landlord in enforcing all obligations of Tenant under the Lease or incurred by Landlord in enforcing this Guaranty. However, in no event shall this paragraph be construed to mean that Landlord must pursue any or all of its remedies against Tenant prior to enforcing this Guaranty.

7. This Guaranty shall apply to the Lease, any extension or renewal thereof, and to any holdover term following the term thereby granted or any extension or renewal thereof.

8. This instrument may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

9. Guarantor authorizes Landlord, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time, to: (a) modify, compromise, extend, or otherwise change the terms of the Lease; (b) release, substitute or add any one or more Guarantor or other guarantors; (c) take and hold security for the payment of this Guaranty or the Lease, and enforce, exchange, substitute, subordinate, waive or release any such security; (d) proceed against such security and direct the order or manner of sale of such security as Landlord in its sole discretion may determine; and (e) apply any and all payments from Tenant, Guarantor or any other guarantor, or recoveries from such security, in such order or manner as Landlord in its sole discretion may determine.

10. Guarantor waives and agrees not to assert: (a) any right to require Landlord to proceed against Tenant or any other guarantor, to proceed against or exhaust any security for the Lease, to pursue any other remedy available to Landlord, or to pursue any remedy in any particular order or manner; (b) the benefits of any statutory provision limiting the liability of a surety, (c) any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever (other than payment in full) of the liability of Tenant for the Lease; and (d) any right to demand a jury trial in any action brought to enforce this Guaranty.

11. If this Guaranty is signed, or if the obligations of Tenant are otherwise guaranteed, by more than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the guarantors shall not release or limit the liability of any other guarantors.

12. The sole and separate property and community property of each married individual signing this Guaranty as Guarantor is subject to this Guaranty.

13. This Guaranty shall be governed by and construed according to the laws of the State of Arizona.

IN WITNESS WHEREOF, Guarantor has hereunto set his hand and seals the ____ day of _____, _____.

GUARANTOR(S):

Name

Signature

Social Security or EIN Number

Address

Name

Signature

Social Security or EIN Number

Address