

Attachment No.3

[This copy not for execution]

PERSONAL GUARANTY

FOR VALUE RECEIVED, _____, husband and wife ("Guarantors"), jointly and severally with all other guarantors, guarantee unconditionally the payment to THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF CHANDLER, ARIZONA ("CIDA") at 175 S. Arizona Avenue, Floor 4, Chandler, AZ 85225 Attention: Management Services Director, of any and all indebtedness of _____, a _____ organized and existing under the laws of the State of Arizona ("Debtor") arising under that certain Promissory Note in the principal amount of \$ _____, executed this date by Debtor, regardless of the willingness or ability of Debtor to pay the indebtedness.

The obligation of the Guarantors hereunder is separate and independent of the obligations of the Debtor. A separate action(s) may be brought and prosecuted against the Guarantors whether or not action is brought against the Debtor or whether or not the Debtor is joined in any action(s).

The Guarantors are providing this Guaranty at the instance and request of Debtor to induce CIDA to provide the Loan Reserved Collateral Account described in the Collateral Assistance Program Agreement entered into this date by and among Debtor, [Lender] and CIDA. The Guarantors hereby represent and warrant that the Guarantors are and will continue to be fully informed about all aspects of the financial condition and business affairs of Debtor that the Guarantors deem relevant to the obligations of the Guarantors hereunder and hereby waive and fully discharge CIDA from any and all obligations to communicate to the Guarantors any information whatsoever regarding Debtor or Debtor's financial condition or business affairs.

The Guarantors waive presentment and demand for payment, protest, notice of protest and nonpayment, dishonor and notice of dishonor, initiation of suit, lack of diligence or delays in collection or enforcement of the Promissory Note and any other indulgence or forbearance.

The Guarantors agree to pay all attorneys' fees and all other costs and expenses which may be incurred by CIDA in the enforcement of this Guaranty.

This Guaranty sets forth the entire agreement of the Guarantors and CIDA with respect to the subject matter hereof. No modification or waiver of any provision of this Guaranty or any right of CIDA hereunder and no release of the Guarantors from any obligation hereunder will be effective unless in a writing executed by an authorized officer of CIDA.

This Guaranty inures to the benefit of CIDA and binds the heirs, executors, administrators, successors and assigns of the Guarantors.

This Guaranty is governed by and must be construed in accordance with the laws of the State of Arizona.

DATED _____
