

**COUNTY OF CONTRA COSTA
GUARANTY OF LEASE**

This Guaranty of Lease (“**Guaranty**”) is dated July 1, 2022, and is by HANNAN PARVIZIAN (the “**Guarantor**”), for the benefit of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

RECITALS

- A. The County owns and operates Buchanan Field, a public airport located in Concord, California (the “**Airport**”).
- B. The Premises are subject to an Amended and Restated Lease dated June 21, 2016 (the “**Lease**”) under which Assignor is leasing from the County 0.86 acres of land at the Airport that is commonly known as 1500 Sally Ride Drive. Pursuant to an assignment agreement dated May 31, 2019, Michael J. Oakes assigned his interest in the Lease to VOLY RE LLC (“**Assignor**”). A copy of the Lease is attached to this Guaranty as Exhibit A and incorporated herein.
- C. Assignor and Hapi314159 Holdings, LLC (“**Tenant**”) are parties to a Purchase Agreement dated June 30, 2022, under which Assignor is assigning all of his right, title, interest, and obligations in, to and under the Lease and the leasehold estate to Tenant.
- D. Guarantor has a financial interest in Tenant and the County would not consent to the assignment of the Lease to Tenant if Guarantor did not execute and deliver this Guaranty.

NOW THEREFORE, as a material inducement to County to consent to the assignment of the Lease, Guarantor hereby:

- 1. Unconditionally and irrevocably guarantees the prompt payment by Tenant of all rents and other sums payable by Tenant under the Lease through June 30, 2027 (the “**Expiration Date**”), and the faithful and prompt performance by Tenant of each and every one of the terms, conditions and covenants of the Lease to be kept and performed by Tenant up to and including the Expiration Date, together with the full and prompt payment of any and all costs and expenses of and incidental to the enforcement of this Guaranty, including, without limitation, reasonable attorneys’ fees.
- 2. Agrees that County may from time to time, without notice to Guarantor, which notice is hereby waived by Guarantor, amend, extend, waive, renew or compromise the Lease, in whole or in part, without releasing, extinguishing or affecting in any manner whatsoever the liability of Guarantor hereunder, the foregoing acts being hereby consented to by Guarantor. This is a continuing and unlimited guaranty and Guarantor waives the benefits of the provisions of section 2815 of the California Civil Code.

3. Without in any manner limiting the generality of the foregoing, Guarantor waives the benefits of the provisions of sections 2809, 2810, 2819, 2845, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.
4. Agrees that possession of this instrument of guaranty by County is conclusive evidence of due execution and delivery hereof by Guarantor.
5. Agrees that this Guaranty is binding on the legal representatives, successors and assigns of Guarantor, and inures to the benefit of County, its successor, assigns and legal representatives.
6. Agrees that Guarantor may be joined in any action or proceeding commenced against the Tenant in connection with or based on the Lease and recovery may be had against Guarantor in any such action or proceeding or in any independent action or proceeding against Guarantor, should the Tenant fail to duly and punctually pay and perform any of the obligations of the Lease without any requirement that County first assert, prosecute or exhaust any remedy or claim against the Tenant.
7. Agrees that this Guaranty will be deemed to be a contract made under and pursuant to the laws of the State of California and is governed by the laws of the State of California; and that wherever possible, each provision of this Guaranty will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Guaranty.
8. Agrees that the liability of Guarantor and all rights, powers, and remedies of County under this Guaranty and under any other agreement now or at any time hereafter in force between County and Guarantor relating to the Lease are cumulative and not alternative, and such rights, powers, and remedies are in addition to all rights, powers, and remedies given to County by law or in equity.
9. Agrees that no failure on the part of the County to exercise, and no delay in exercising, any right or remedy hereunder will operate as or constitute a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.
10. Agrees that Guarantor will not, without the prior written consent of County, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Tenant and that the obligations of Guarantor under this Guaranty may not be altered, limited, or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, or arrangement of Tenant, or by any defense that Tenant may have by reason

of any order, decree, or decision of any court or administrative body resulting from any such proceeding.

11. Agrees that (i) the Guarantor has received legal and adequate consideration for the execution of this Guaranty and has executed and delivered this Guaranty to County in good faith in exchange for reasonably equivalent value, (ii) the Guarantor is not presently insolvent and will not be rendered insolvent by virtue of the execution and delivery of this Guaranty, (iii) the Guarantor has not executed or delivered this Guaranty with actual intent to hinder, delay or defraud the Guarantor's creditors, and (iv) the County has consented to the assignment of the Lease in reliance on this Guaranty.
12. Agrees that, unless otherwise notified by Guarantor, copies of any notices from County to Guarantor under this Guaranty are to be sent to Guarantor at the following addresses:

Hannan Parvizian
1668 NW Summit Drive
Bend, OR 97703

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, effective as of the first day immediately following the Expiration Date, this Guaranty shall automatically become null and void and of no further force or effect, except with respect to any claims that arise on or before the Expiration Date.

This Guaranty is being executed on the date set forth in the introductory paragraph.

GUARANTOR

Hannan Parvizian.

By: _____

EXHIBIT A

FULLY EXECUTED COPY OF ASSIGNED LEASE BETWEEN
CONTRA COSTA COUNTY AND Hapi314159 HOLDINGS LLC