

**COUNTY OF CONTRA COSTA
GUARANTY OF LEASE**

This Guaranty of Lease (“**Guaranty**”) is dated __, 2023, and is by MARY DODGE and MICHAEL DODGE (jointly and severally referred to as “**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 Airport, a public airport located in Concord, California (the “**Airport**”).
- B. Approximately 41 acres of the Airport is being leased by the County to Buchanan Fields Golf Course, Inc., a California corporation (“**Tenant**”), pursuant to a lease dated October 1, 1991 (the “**Lease**”). The premises that is the subject of the Lease is commonly known as 1091 Concord Avenue.
- C. Subject to receipt of the written consent of County, the owners of Tenant have agreed to sell their ownership interest in Tenant to Buchanan Fields Golf Club, LLC, a California limited liability company (“**Buyer**”), pursuant to an Asset Purchase Agreement dated August 8, 2023. Buyer is owned by four members. Guarantor is a member of Buyer and will derive material benefit from the Consent, as defined below.
- D. In accordance with the Lease, the sale of an ownership interest in Tenant is a voluntary assignment of the Lease and requires the County’s prior written consent.
- E. Simultaneous with the execution of this Guaranty, Tenant, County and Buyer are entering into a Consent to Assignment of Lease (the “**Consent**”), under which the County is consenting to the acquisition of Tenant by Buyer and the assignment of the Lease to Buyer.
- F. The County would not enter into the Consent in the absence of this Guaranty.

NOW THEREFORE, as a material inducement to County to enter into the Consent, 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 October 11, 2028 (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 related 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, 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, but nothing in this paragraph extends the Expiration Date.
3. Agrees that possession of this Guaranty by County is conclusive evidence of the due execution and delivery of this Guaranty by Guarantor.
4. 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.
5. 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.
6. 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 this Guaranty.
7. 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.
8. Agrees that no failure on the part of 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.
9. Agrees that (i) 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 entered into the Consent in reliance on this Guaranty.

10. Agrees that, unless otherwise notified by Guarantor, a copy of any notices from County to Guarantor under this Guaranty is to be sent to Guarantor at the following addresses:

Mary Dodge
1952 Nicolette Court
Martinez, CA 94553-2645

Michael Dodge
2334 Sweetwater Drive
Martinez, CA 94553

11. Agrees that, if more than one person executes this Guaranty, the obligations of those persons under this Guaranty are joint and several. The County, in its sole and absolute discretion, may (a) bring suit against Guarantor, or any one or more of the persons constituting Guarantor, and any other Guarantor, jointly and severally, or against any one or more of them; (b) compromise or settle with Guarantor, any one or more of the persons constituting Guarantor, or any other Guarantor, for such consideration as the County may deem proper; (c) release one or more of the persons constituting Guarantor, or any other Guarantor, from liability; and (d) otherwise deal with Guarantor and any other Guarantor, or any one or more of them, in any manner, and no such action will impair the rights of the County to collect from Guarantor any amounts guaranteed by Guarantor under this Guaranty.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, effective as of the first day immediately following the Expiration Date, this Guaranty will 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

By: _____
Mary Dodge

By: _____
Michael Dodge

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20____, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20____, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)