

## **GUARANTY AGREEMENT**

This GUARANTY AGREEMENT (“Guaranty”) dated this \_\_\_\_ day of \_\_\_\_\_, 2022, is executed by Alis IA Aviation LLC, a limited liability company formed under the laws of the State of Delaware (“Guarantor”) for the benefit of Napa County, a political subdivision of the State of California (“County”).

### **RECITALS**

A. SkyserviceUS California LLC, a limited liability company formed under the laws of the State of Delaware (“Lessee”), is entering into a Fixed Base Operations (FBO) Ground Lease, License, and Operating Agreement with County (“FBO Lease”).

B. Guarantor and Lessee are under common ownership and control and have business relationships between them. Guarantor will derive direct and indirect economic benefit from Lessee entering into the FBO Lease.

C. County is relying on Guarantor’s industry reputation, experience, and financial strength, as an incentive to enter into the FBO Lease with Lessee. County is requiring Guarantor to execute and deliver this Guaranty as a condition of entering into the FBO Lease with Lessee.

**NOW, THEREFORE**, for value received, Guarantor and County hereby agree, and Guarantor makes guaranties to County, as follows.

### **GUARANTY**

#### **1. RECITALS**

The Recitals above are true and are incorporated into and are a part of this Guaranty.

#### **2. GUARANTEED OBLIGATIONS**

##### **2.1 Full Guaranty**

Guarantor hereby absolutely, unconditionally, and irrevocably guarantees the full and prompt performance and payment when due, whether by acceleration or otherwise, and at all times thereafter, of each and every obligation of Lessee pursuant to the FBO Lease, whether direct or indirect, primary or secondary, absolute or contingent, joint or several, and now or hereafter existing, or due or to become due (“Guaranteed Obligations”).

##### **2.2 Performance of Guaranteed Obligations**

If Lessee fails to perform any of the Guaranteed Obligations, Guarantor will perform them on behalf of Lessee as provided in Section 2.13, or may negotiate with County to pay County an agreed upon sum of money in lieu of specific performance of the Guaranteed Obligations. Whether to accept money in lieu of performance will be within the sole unfettered discretion of County and will be in addition to all other rights and remedies provided under this Guaranty.

### **2.3 Changes in Name or Ownership**

Any change or changes in the name of Lessee or Guarantor, or the ownership interest in Lessee or Guarantor, will not affect, or in any way limit or lessen, the liability or responsibility of Guarantor hereunder. This Guaranty will extend to the Guaranteed Obligations assumed by or assigned to any person, firm or corporation acquiring or carrying on the business of Fixed Base Operations. Notwithstanding the foregoing, Guarantor agrees and covenants that so long as any of the Guaranteed Obligations remain outstanding under this Guaranty, there will be no change in the ownership interest in Guarantor which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

### **2.4 Other Required Notice**

Guarantor will notify County promptly upon (and in no event later than fifteen (15) calendar days after) the occurrence of any of the following: (a) any change in the name or controlling interest in Guarantor, whether through sale, exchange, merger, consolidation or other transfer; (b) any change in Guarantor's financial condition which could reasonably be expected to have a material adverse effect on Guarantor's ability to perform any of its obligations under this Guaranty; or (c) the initiation of any bankruptcy proceeding by or against Guarantor which has not been dismissed within sixty (60) calendar days following the initiation thereof.

### **2.5 Financial Information**

County will, upon three (3) calendar days prior written notice, have the right to review such of Guarantor's financial information as reasonably requested by County, solely to confirm that there has been no change in Guarantor's financial condition which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

### **2.6 Nature of Guaranty**

This Guaranty will in all respects be a continuing, absolute, irrevocable and unconditional guaranty of payment and performance, irrespective of the value, genuineness, validity, regularity or enforceability of the FBO Lease or any other agreement or instrument referred to herein or therein, or any substitution, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section that the obligations of Guarantor under this Guaranty will be absolute and unconditional under any and all circumstances. This Guaranty will remain in full force and effect until all Guaranteed Obligations, including any extensions or renewals of any thereof, have been satisfied in full.

### **2.7 Effect of Avoidance or Rescission**

Guarantor agrees that if, at any time, all or any part of any payment theretofore applied by Guarantor to any of the Guaranteed Obligations is avoided or must be rescinded or returned by County for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Lessee or Guarantor, or any lack of validity or enforceability of any provision of the FBO Lease) such Guaranteed Obligations will, for the purposes of this

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Guaranty, be deemed to have continued in existence, in full force and effect, and will not be avoided by Guarantor, even if avoided by Lessee, and this Guaranty will continue to be effective or be reinstated, as the case may be, as to such Guaranteed Obligations.

## **2.8 County's Rights**

County may, from time to time, in its sole unfettered discretion and without notice to Guarantor or consent from Guarantor, take any or all of the following actions, none of which will, or be deemed to, affect, modify, alter, relieve, or discharge Guarantor's obligations or liability hereunder: (a) retain or obtain a lien upon or a security interest in any property to secure any of the Guaranteed Obligations or any other obligations of Lessee to County; (b) retain or obtain other guaranties, whether primary or secondary obligations, in addition to Guarantor with respect to any of the Guaranteed Obligations or other obligations of Lessee to County; (c) extend or renew for one or more periods (whether or not longer than the original period) the term of the FBO Lease or any other agreement between Lessee and County, or the time for payment or performance of any of the Guaranteed Obligations or any other obligation of Lessee to County; (d) consent or not object to the assignment of all or any part of the Guaranteed Obligations or rights of Lessee including, but not limited to, the assignment of, or modification of the FBO Lease or any other agreement between Lessee and County; (e) alter, compromise, amend, accelerate or otherwise change or exchange any of the Guaranteed Obligations, or release or compromise any obligation of Guarantor, or any obligation of any nature of any other guarantor or obligated party with respect to any of the Guaranteed Obligations; (f) release or fail to perfect its lien upon, or security interest in, or impair, surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Guaranteed Obligations or any obligation hereunder, or extend or renew for one or more periods, whether or not longer than the original period, or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property; and (g) resort to Guarantor for payment of any of the Guaranteed Obligations, whether or not invoiced to or demanded from Lessee: (i) will have resorted to any property or security deposit securing any of the Guaranteed Obligations; or (ii) will have proceeded in civil litigation against Lessee or any other guarantor or obligor primarily or otherwise obligated with respect to any of the Guaranteed Obligations, all of the aforementioned actions being hereby expressly waived by Guarantor.

## **2.9 Application of Amounts Received**

Any amounts received by County from any source on account of the Guaranteed Obligations may be applied by County toward the satisfaction of such of the Guaranteed Obligations in such order of application as County may from time to time elect, in County's sole unfettered discretion.

## **2.10 Subordination**

Guarantor fully and unconditionally subordinates any claim which Guarantor may have against County to the prior payment in full and satisfaction of all Guaranteed Obligations of Lessee to County.

### **2.11 Waiver**

To the maximum extent permitted by law, Guarantor hereby expressly waives notice of the existence, creation, nonpayment or nonperformance of any or all of the Guaranteed Obligations or any default by Lessee under the FBO Lease.

### **2.12 Exhaustion**

County is not bound to exhaust its recourse against Lessee or any other parties, or securities it may hold, of any nature, before being entitled to payment or performance from Guarantor under this Guaranty. To the maximum extent permitted by law, the benefit of any law otherwise affecting the liability of Guarantor hereunder or enforcement of this Guaranty, of any type whatsoever, is hereby waived.

### **2.13 Time of Performance or Payment**

If Guarantor is required to perform duties other than pay monies in order to satisfy any Guaranteed Obligations, Guarantor will, within fifteen (15) calendar days of written notice from County that Lessee has failed to fulfill the Guaranteed Obligations, or any one of them, promptly begin and diligently pursue performance of those Guaranteed Obligations. If Guarantor fails to promptly and diligently perform the Guaranteed Obligations as provided herein, then County may (but will not be obligated to) perform those Guaranteed Obligations on behalf of Guarantor and recover all of County's costs of doing so, plus receive interest on all money so expended by County from the date expended until reimbursed by Guarantor, at a rate equal to the lesser of ten (10%) percent per annum or the maximum rate allowed by law. If payment is due rather than performance, Guarantor will make payments to County in the amount of the Guaranteed Obligations due within fifteen (15) calendar days after demand is made, in writing, by County, to Guarantor at the address provided in Section 7. Any amounts payable by Guarantor hereunder will be made without setoff or counterclaim. Any amount not paid within said fifteen (15) calendar day period, or any judgment obtained against Guarantor on account of this Guaranty, will bear interest at a rate equal to ten (10%) percent per annum, but not in any event higher than the maximum rate of interest allowed by law.

### **2.14 Assignment of Rights**

If County, or any successor in interest and/or transferee of County, assigns or transfers any or all of its interest in the FBO Lease, the Guaranteed Obligations will be and remain Guaranteed Obligations for the purposes of this Guaranty, and each and every immediate and successive assignee or transferee will, to the extent of the interest of such assignee or transferee, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were County. County will retain an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Guaranty, for the benefit of County, as to the right to collect upon any of the Guaranteed Obligations which County has not assigned or transferred.

### **2.15 Waiver of Defenses**

No failure or delay on the part of County in the exercise of any right, power or remedy will operate as a waiver thereof, and no single or partial exercise by County of any right or remedy will preclude other or further exercise thereof or the exercise of any other right, power or

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remedy. No modification or waiver of any of the provisions of this Guaranty will be binding upon Guarantor, except as expressly set forth in a writing duly signed and delivered on behalf of County by the Chair of Board of Supervisors, or his or her successor, or delegated Department Director, or authorized staff employee, or agent of County. No action of County permitted hereunder will in any way affect or impair the rights of County and the Guaranteed Obligations of Guarantor under this Guaranty. Guarantor hereby acknowledges that there are no conditions precedent to the effectiveness of this Guaranty.

### **3. ADDITIONAL COVENANTS, REPRESENTATIONS AND WARRANTIES**

#### **3.1 Guarantor's Access to Information, No Duty of County to Inform Guarantor**

Guarantor hereby warrants and represents to County that Guarantor now has, and will continue to have, independent means of obtaining information concerning the affairs, financial condition and business of Lessee. County will not have any duty or responsibility to provide Guarantor with any credit or other information concerning the affairs, financial condition or business of Lessee which may come into County's possession.

#### **3.2 Financial Information**

Guarantor hereby represents and warrants to County that the information that Guarantor has provided County regarding the financial condition of both Guarantor and Lessee is and remains, in all material respects, true and accurate as of the date of such information. Since such date, there has been no change in Guarantor's financial condition which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

#### **3.3 Miscellaneous Warranties and Representations**

Guarantor hereby further warrants and represents to County that: (a) the execution and delivery of this Guaranty and the performance by Guarantor of Guarantor's obligations hereunder are within the right, power, authority and capacity of Guarantor; (b) this Guaranty has been duly executed and delivered by Guarantor and is the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, the making and performance of which do not and will not violate or constitute a default under any law, any presently existing requirement or restriction imposed by judicial, arbitral or any governmental instrumentality, or any agreement, instrument or indenture by which Guarantor is bound; (c) this Guaranty does not conflict with, will not cause a breach of, and will not constitute a default under any other agreements or contracts to which Guarantor is a party or by which it is bound; and (d) that Guarantor is capable of performing the Guaranteed Obligations.

#### **3.4 Further Assurances**

Guarantor agrees that it will promptly take, execute and deliver, at its own expense, all such further acts, conveyances, documents, and assurances as County may from time to time request in order to effect this Guaranty.

### **3.5 Guaranty Binding on Successors**

This Guaranty will be binding upon Guarantor, and upon the heirs, legal representatives, successors and assigns of Guarantor. All references herein to Lessee or to Guarantor will be deemed to include any successor or successors, and to the extent allowed, assignees, whether immediate or remote, to either party.

## **4. GOVERNING LAW, JURISDICTION**

This Guaranty has been delivered at Napa, California, and will be governed by and enforced, construed in accordance with the laws of the State of California, without regard to any conflict of law, rule or principle that would call for the application of the laws of another jurisdiction. Guarantor hereby irrevocably consents and agrees to voluntarily submit to the jurisdiction of the state or federal courts sitting in Napa County, California, for any action under or to enforce this Guaranty, and further waived, to the maximum extent permitted by law, any defenses or objections to suit in such courts based on venue, *forum non conveniens*, or lack of personal jurisdiction. Nothing herein will, however, prevent County from bringing actions, suits or proceedings with respect to the Guaranteed Obligations or any other matter arising out of or connected with this Guaranty, or for the recognition or enforcement of any judgment rendered in any such action, suit or proceeding, in the courts of whatever jurisdiction in which the office of Lessee may be located or Guarantor or property of Guarantor is found or as otherwise to County will seem appropriate, or to affect the right to service of process in any other jurisdiction, in any manner provided by law.

## **5. ATTORNEY FEES**

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code or any administrative proceeding), is instituted in connection with any controversy arising out of this Guaranty or to interpret or enforce any rights or obligations hereunder, County will be entitled to recover, in addition to all other expenses, charges, and fees as provided in this Guaranty, attorney, paralegal, accountant and other expert fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body before or at trial or on any appeal or petition for review, in addition to all other amounts provided by law. If County is required to seek legal assistance to enforce any term of this Guaranty or to enforce or collect any of the Guaranteed Obligations, such fees will include all of the above fees, whether or not a proceeding is initiated. Whenever this Guaranty requires Guarantor to defend County, it is agreed that such defense will be by legal counsel acceptable to County.

## **6. VALIDITY OF PROVISIONS, SEVERABILITY**

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 will be prohibited by or invalid under such law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

## 7. NOTICE

Any and all notices and/or documents required or desired to be delivered hereunder will be in writing and will be delivered by personal delivery or by mailing copies thereof by certified mail, return receipt requested, postage prepaid, to the following addresses:

to Guarantor at:

211 King Street, Suite 310  
Charleston, SC 29401  
Attention: Manager

with a copy to:

Zarren Law Group, LLC  
8 Park Center Court, Suite 100  
Baltimore, MD 21117  
Attention: Jason C. Harmon

to County:

Napa County Public Works Department  
1195 Third St., Ste. 101  
Napa, CA 94559  
Attention: Director of Public Works

with a copy to:

Napa County Airport  
2030 Airport Rd.  
Napa, CA 94558  
Attention: Airport Manager

Delivery will be deemed to be made either on the date personally delivered or five (5) calendar days after deposit in the United States mail of the same as certified mail, addressed as provided above. The address to which notices are to be delivered may be changed by giving written notice of such change in accordance with this notice provision.

## 8. COUNTERPARTS

This Guaranty may be executed in any number of counterparts, all of which together will constitute one and the same instrument. Copies of signatures transmitted by facsimile or electronic transmission will be deemed original signatures for all purposes.

**IN WITNESS WHEREOF**, this Agreement is executed by the is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Alis IA Aviation LLC through its duly authorized officers.

ALIS IA AVIATION LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Ben Murray, CEO

By: \_\_\_\_\_  
Stephen Simpson, President

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

|                                                                                                                       |                                                                                                                                            |                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: _____<br/>Deputy County Counsel</p> <p>Date: _____</p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
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