

GUARANTY

THIS GUARANTY ("**Guaranty**") is made as of _____, 2021, by NORTHSTAR ENERGY, LLC ("**Guarantor**") to and for the benefit of the CITY OF LOS ANGELES acting by and through its Board of Harbor Commissioners ("**City**").

RECITALS

A. Whereas, The Jankovich Company ("The Jankovich Company") is the tenant under that certain Permit No. 930 ("Permit No. 930") with the City regarding certain real property located in the City of Los Angeles, State of California, as more particularly described in Exhibit A of Permit No. 930. References to Permit No. 930 shall include all amendments thereto including the First Amendment to Permit No. 930 and the Second Amendment to Permit No. 930.

B. Whereas, The Jankovich Company has entered into an agreement with Guarantor (Northstar) whereby, among other things, TJC CA, LLC, a Washington Limited Liability Company ("TJC") will purchase assets of The Jankovich Company and The Jankovich Company will assign its interest in Permit No. 930, and TJC will assume and be bound by all obligations, terms, conditions, and covenants under Permit No. 930 subject to City's consent to said assignments and the conditions in the Assignment and Assumption of Permit No. 930 and Consent Thereto ("Assignment").

C. Whereas, as a condition of said assignment, City has requested, and Guarantor has agreed, that Guarantor shall execute a Guaranty to irrevocably guarantee the timely payment and performance of all obligations, known and unknown, of TJC as tenant arising under Permit No. 930 commencing with the Effective Date of Permit No. 930 (November 6, 2017) and including any holdover period; and/or any and all extensions of the term.

D. Guarantor acknowledges that the consummation of the transactions hereunder and under the Assignment provides direct benefits to Guarantor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to obtain City's consent of the Assignment and intending to be legally bound, Guarantor does hereby warrants, represents, and covenants unto City as follows:

1. GUARANTY.

Guarantor hereby absolutely, irrevocably and unconditionally guarantees the full and timely payment and performance of the debts, obligations, covenants, conditions and liability (monetary and non-monetary) of tenant (TJC) under Permit No. 930 commencing from the Effective Date of Permit No. 930 (November 6, 2017) any including any period of holdover and/or any and all extensions of the term pursuant to the exercise of any options to extend and any other obligations of TJC relating to or arising out of said permit, whether existing now or hereafter made, incurred or created, voluntary

or involuntary, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, known or unknown, and regardless of whether recovery against tenant (TJC) with respect to such obligations is prevented by bankruptcy, or otherwise (collectively, the "**Guaranteed Obligations**"). It is specifically agreed that that this Guaranty is a continuing guaranty.

2. SUBSEQUENT ACTS BY CITY.

City may, in its sole and absolute discretion and without notice to Guarantor, take any action which might otherwise be deemed a legal or equitable release or discharge of Guarantor's obligations hereunder without either impairing or affecting the liability of Guarantor for payment of the Guaranteed Obligations, which actions might include, by way of illustration and not limitation:

2.1 the renewal or extension of any of the Guaranteed Obligations or any payments hereunder including but not limited to an amendment of the Permit;

2.2 any amendment of the Permit;

2.3 any change in the name or composition of tenant;

2.4 the acceptance of partial payment or performance of the Guaranteed Obligations;

2.5 the settlement, release, compounding, compromise, cancellation, rearrangement or consolidation of any of the Guaranteed Obligations;

2.6 the collection of or other liquidation of any claims City may have in respect to the Guaranteed Obligations;

2.7 the granting of indulgences, forbearances, compromises, extensions or adjustments in respect to any covenant or agreement under the Permit;

2.8 the release from liability of any guarantor, or payment of the Guaranteed Obligations or any portion thereof;

2.9 the release, surrender, exchange or compromise of any lien, security or collateral held by City as security for the Guaranteed Obligations; or

2.10 the release or compromise of any lien or security held by City as security for the liability of any person who is guaranteeing the Guaranteed Obligations.

Any alterations of the terms of this Guaranty shall be in writing, mutually agreed to by City and by Guarantor and in conformity with the procedures set forth in City's Charter and Administrative Code.

3. EXPENSES.

Guarantor agrees to reimburse City for all expenses (including without limitation reasonable attorneys' fees, costs and expenses) incurred by City in enforcing the Guaranteed Obligations, pursuing any remedies relating to the Guaranteed Obligations set forth in the Permit, and enforcing this Guaranty.

4. PAYMENT BY GUARANTOR.

In the event that City sends the tenant a written notice ("Notice") of breach and demand to comply with the terms or conditions of the Permit, Guarantor shall be sent a copy of the Notice and given an opportunity to cure the breach described in the Notice on the terms and conditions described in the Notice. Said Notice shall be sent to Guarantor in accordance with the terms of Section 17, below. City shall not be required to liquidate any lien or any other form of security, instrument, or note held by City prior to making such demand. THIS IS A GUARANTY OF PAYMENT AND PERFORMANCE AND NOT OF COLLECTION, and Guarantor hereby waives all rights that Guarantor may have, if any, to require that any action be brought against tenant (or any other person or entity) or to pursue any other remedy before proceeding against Guarantor or to require that resort be first made against any security prior to demanding payment or performance hereunder before proceeding against Guarantor. No action of any of the parties, including but not limited to the making of this Guaranty shall release Guarantor from its obligations under the Permit and this Guaranty.

5. CUMULATIVE REMEDIES.

Guarantor hereby agrees that all rights and remedies that City is afforded by reason of this Guaranty are separate and cumulative and may be pursued separately, successively, or concurrently, as City deems advisable. In addition, all such rights and remedies are nonexclusive and shall in no way limit or prejudice City's ability to pursue any other legal or equitable rights or remedies that may be available. Without limiting the generality of the foregoing, Guarantor agrees that in any action by City by reason of the Guaranteed Obligations, City at its election may proceed (a) against Guarantor together with tenant, (b) against Guarantor and tenant individually (at the same time or at different times), or (c) against Guarantor only without having commenced any action against or having obtained any judgment against tenant.

6. WAIVERS BY GUARANTOR.

6.1 Guarantor hereby waives:

6.1.1 notice of acceptance of this Guaranty and of creation of the Guaranteed Obligations;

6.1.2 presentment, notice of non-payment, and demand for payment of the Guaranteed Obligations other than the notice provided in Section 4, above;

- 6.1.3 protest, notice of protest, and notice of dishonor or default to Guarantor or to any other party with respect to any of the Guaranteed Obligations;
- 6.1.4 any defense or circumstance (including, without limitation, disability, insolvency, lack of authority or power, insanity, minority, death or dissolution), other than payment of the Guaranteed Obligations, which might otherwise constitute a legal or equitable discharge of Guarantor's liability hereunder;
- 6.1.5 any rights to extension, composition or otherwise under the Bankruptcy Code or any amendments thereof, or under any state or other federal statute;
- 6.1.6 the right to trial by jury in any litigation arising out of, relating to, or connected with this Guaranty;
- 6.1.7 all rights or defenses that Guarantor may have as set forth in Division Three, Part 4, Title 13, currently Sections 2787 through 2914, of the California Civil Code, which address generally suretyship.

6.2 It is agreed between Guarantor and City that the foregoing waivers are a material element and essence of the Permit transaction and that, but for this Guaranty and such waivers, City would decline to enter into the Permit.

7. WAIVER AND RELEASE OF SUBROGATION AND PARTICIPATION.

Until such time as all obligations of tenant under the Permit have been satisfied, Guarantor shall have no right of subrogation in or under the Permit, and no rights of reimbursement, indemnity or contribution from Tenant or any other rights by law, equity, statute or contract that would give rise to a creditor-debtor relationship between Guarantor and Tenant. Effective for the time period described in the preceding sentence, Guarantor hereby explicitly waives and releases any of the above-described rights of subrogation, reimbursement, indemnity, contribution, participation, and any right to require the marshaling of Tenant's assets under any circumstances.

8. SUBORDINATION.

Any obligation or debt of tenant now or hereafter held by Guarantor is hereby subordinated to the Guaranteed Obligations and, upon the occurrence of an event of default under the Permit, Guarantor shall not enforce or collect any such indebtedness from Tenant. Any sums collected at City's request or collected in contravention of the prohibition set forth herein shall be held by Guarantor as trustee for City and shall be paid over to City on account of the Guaranteed Obligations; provided, however, such payments shall not impair, reduce or affect in any manner the liability of Guarantor under the other provisions of this Guaranty except to the extent of such payments.

9. REPRESENTATIONS AND WARRANTIES.

Guarantor hereby represents and warrants to City that:

9.1 Guarantor now has no defense whatsoever to any action, suit or proceeding whatsoever that may be instituted on this Guaranty;

9.2 No other agreement or special condition exists between Guarantor and City regarding the liability of Guarantor hereunder; and

9.3 This Guaranty constitutes a valid and binding obligation of Guarantor, enforceable in accordance with its terms.

10. STRICT PERFORMANCE: WAIVERS.

No failure, delay or omission by City to exercise any of the rights, powers, remedies and privileges hereunder shall be deemed a waiver thereof and every such right, power, remedy and privilege may be exercised repeatedly. No notice to or demand on Guarantor shall be deemed to be a waiver of the right of City to take further action without notice or demand as provided herein. In no event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing executed by City. Any waiver granted shall be applicable only in the specific instance for which it is given. Failure of City to insist upon strict performance or observance of any of the terms, provisions and covenants hereof or to exercise any right herein contained shall not be construed as a waiver or relinquishment of the right to demand strict performance at another time. Receipt by City of any payment or performance on the Guaranteed Obligations shall not be deemed a waiver of the breach of any provision hereof or of the Permit.

11. CAPTIONS.

The captions appearing herein are used for reference only and shall not be construed as limiting anything set forth herein.

12. SEVERABILITY.

If any term, covenant, condition or provision of this Guaranty, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Guaranty, or the application thereof to any other person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. GOVERNING LAW.

This Guaranty shall be governed by the laws of the State of California without reference to choice of law rules.

14. CONSENT TO JURISDICTION; SERVICE OF PROCESS.

If there is a dispute or lawsuit in connection with this Guaranty, by execution hereof, Guarantor hereby agrees to irrevocably submit to the jurisdiction of the State and Federal Courts located in Los Angeles County, California.

15. ASSIGNMENT; DELEGATION; BINDING EFFECT.

The duties and obligations of Guarantor may not be delegated, assigned or transferred (collectively, "Transferred") by Guarantor without the prior written consent of City. The duties and obligations of Guarantor shall bind Guarantor's heirs, personal representatives, executors, successors and assigns.

16. GUARANTOR CONTINUING LIABILITY--TENANT BANKRUPTCY

16.1 This Guaranty shall remain in full force and effect and continue to be effective should any petition be filed by or against tenant under the Bankruptcy Code, as at any time amended, for liquidation or reorganization, or should tenant become insolvent or make an assignment for the benefit of creditors or a receiver or trustee be appointed for all or any significant part of Tenant's assets, and this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of the Guaranteed Obligations, or any part thereof is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by City, whether as a "preferential transfer," "voidable preference," "fraudulent conveyance," or otherwise, as if the portion of such payment rescinded, reduced, restored or returned had never been made.

17. NOTICES.

Notice to either party shall be sent as follows and may be delivered personally or deposited in the United States mail, postage prepaid (without or without a return receipt requested card). Nothing shall preclude or render inoperative service of such notice in the manner provided by law. Guarantor shall advise City in writing of any change in address. If no such change is reported, sending any notice to the address listed complies with any notice requirements.

To City:

The City of Los Angeles
Attention: Executive Director
425 S. Palos Verdes Street
San Pedro, California 90731

With a copy to:

Los Angeles City Attorney's Office
425 South Palos Verdes Street
San Pedro, California 90731

To Guarantor:

NORTHSTAR ENERGY, LLC
Attention: Chief Financial Officer
450 Alaskan Way S., Suite 707
Seattle, WA 98104

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty the day and year first above written.

Guarantor

NORTHSTAR ENERGY, LLC,
a Washington limited liability company

By: Bertrand Andre Valdman
Print Name: Bertrand Andre Valdman
Title of Officer: President and Chief Executive Officer

Attest: Erik Eliassen
Print Name: Erik Eliassen
Title of Officer: Secretary

APPROVED AS TO FORM AND LEGALITY

Michael N. Feuer, 2021
MICHAEL N. FEUER, City Attorney

JANNA B. SIDLEY, GENERAL COUNSEL

By Estelle M. Braaf
Estelle M. Braaf, Deputy