

GUARANTY OF LEASE

This GUARANTY OF LEASE (this "Guaranty"), dated as of January 26 2021 (the "Effective Date"), is made by MICHAEL LINCICUM and MITZI LINCICUM, each an individual (collectively, "Guarantor"), in favor and for the benefit of TULARE LOCAL HEALTHCARE DISTRICT, dba TULARE REGIONAL MEDICAL CENTER, a local healthcare district organized under the California Health and Safety Code ("Landlord"), in connection with that certain Lease Agreement dated effective November 1, 2018, as may be amended from time to time (the "Lease"), pursuant to which Landlord leases (by assignment) to FELICIA BORGES, ANTONIO DE LA TORRE and CHEYENNE CARDOZA, each an individual (collectively, "Tenant"), that certain real property and improvements located in the County of Tulare, State of California (APN 860-001-007-000), comprising 2,035± sq. ft. of commercial space, and more commonly known as 1449 E. Prosperity Avenue (the "Premises").

In consideration of the substantial direct and indirect benefits derived by Guarantor from Landlord's consent to the assignment of the Lease by Guarantor to Tenant in accordance with the terms and conditions set forth that certain Assignment and Assumption of Lease and Landlord Consent of even date herewith (the "Assignment"), Guarantor, and each of them, jointly and severally, hereby agrees as follows:

1. Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as a surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants, and agreements required to be observed and performed or paid or reimbursed by Tenant under or relating to the Lease, plus all costs, expenses and fees (including the reasonable fees and expenses of Landlord's counsel) in any way relating to the enforcement or protection of Landlord's rights hereunder, which accrue or arise from or with respect to the Lease, or are otherwise related to Tenant's performance under the Lease, for the period beginning on the Effective Date and terminating at 11:59 PM on October 31, 2021 (collectively, the "Obligations").

2. Guaranty Absolute and Unconditional. Guarantor agrees that the Obligations under this Guaranty are irrevocable, continuing, absolute and unconditional and shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation or the Lease or any related agreement or instrument, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Obligations.

(b) Any change in the time, place or manner of payment or performance of, or in any other term of the Obligations, or any rescission, waiver, release, assignment, amendment or other modification of the Lease.

(c) Any taking, exchange, substitution, release, impairment, amendment, waiver, modification or non-perfection of any collateral or any other guaranty for the Obligations, or any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(d) Any default, failure or delay, willful or otherwise, in the performance of the Obligations. Notwithstanding the foregoing, and without waiving any rights of or remedies afforded Landlord hereunder, Landlord shall make reasonable efforts to notify Guarantor of Tenant's failure to perform the Obligations, provided that the failure of Landlord to so notify Guarantor shall not be deemed a breach or default of any provision hereunder or obligation of Landlord hereby, or serve as a waiver of Guarantor's performance under this Guaranty. To the fullest extent allowable by law, Guarantor hereby indemnifies, defends and holds Landlord, including its directors, officers, employees, agents and representatives, harmless for any claim, cause of action, liability, or damage arising from or related to any communication by Landlord to Guarantor in accordance with this Section 2(d).

(e) Any change, restructuring or termination of the corporate structure, ownership or existence of Tenant or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Tenant or its or their assets or any resulting restructuring, release or discharge of any Obligations.

(f) Any failure of Landlord to disclose to Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of Tenant now or hereafter known to Landlord, Guarantor waiving any duty of Landlord to disclose such information.

(g) The failure of any other guarantor or third party to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of liability of Guarantor or any other guarantor or surety with respect to the Obligations.

(h) The failure of Landlord to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Lease or otherwise.

(i) The existence of any claim, set-off, counterclaim, recoupment or other rights that Guarantor or Tenant may have against Landlord (other than a defense of payment or performance).

(j) Any other circumstance (including, without limitation, any statute of limitations), act, omission or manner of administering the Lease or any existence of or reliance on any representation by Landlord that might vary the risk of Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Guarantor.

3. Certain Waivers; Acknowledgments. Guarantor further acknowledges and agrees as follows:

(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and infeasible payment and satisfaction in full of the Obligations.

(b) This Guaranty is a guaranty of payment and performance and not of collection. Landlord shall not be obligated to enforce or exhaust its remedies against Tenant or under the Lease before proceeding to enforce this Guaranty.

(c) This Guaranty is a direct guaranty and independent of the obligations of Tenant under the Lease. Landlord may resort to Guarantor for payment and performance of the Obligations whether or not Landlord shall have resorted to any collateral therefor or shall have proceeded against Tenant or any other Guarantor with respect to the Obligations. Landlord may, at Landlord's option, proceed against Guarantor and Tenant, jointly and severally, or against only Guarantor without having obtained a judgment against Tenant.

(d) Guarantor waives any defense (x) based on the statute of limitations in any action hereunder or in any action for the performance of any obligation hereby guaranteed, (y) that could otherwise be asserted by Tenant; and (z) that may arise by reason of the incapacity, lack of authority, bankruptcy, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons, including the provisions of Section 2810 of the Civil Code of California.

(e) Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Landlord protect, secure, perfect or insure any lien or any property subject thereto. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OR ANY OTHER PROVISION HEREOF, GUARANTOR HEREBY FURTHER WAIVES ANY RIGHTS OF SUBROGATION, REIMBURSEMENT, INDEMNIFICATION, AND CONTRIBUTION OF ANY OTHER RIGHTS AND DEFENSES THAT ARE OR MAY BECOME AVAILABLE TO GUARANTOR BY REASON OF SECTIONS 2787 TO 2855, INCLUSIVE, SECTION 2899, SECTION 2953, OR SECTION 3433 OF THE CALIFORNIA CIVIL CODE OR SECTION 3605 OF THE CALIFORNIA COMMERCIAL CODE. GUARANTOR HAS BEEN MADE AWARE OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 2856, HAS READ AND UNDERSTANDS THE PROVISIONS OF THAT STATUTE, HAS BEEN ADVISED BY ITS COUNSEL AS TO THE SCOPE, PURPOSE AND EFFECT OF THAT STATUTE, AND BASED THEREON, AND WITHOUT LIMITING THE FOREGOING WAIVERS, GUARANTOR AGREES TO WAIVE ALL SURETYSHIP RIGHTS AND DEFENSES DESCRIBED IN CALIFORNIA CIVIL CODE SECTION 2856(a).

(f) Notwithstanding anything contained herein to the contrary, the Obligations of Guarantor shall be limited to the maximum amount so as to not constitute a fraudulent transfer or conveyance for purposes of the United States Bankruptcy Code or any applicable state law or otherwise to the extent applicable to this Guaranty and the Obligations of Guarantor hereunder.

(g) Guarantor agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by Landlord upon the insolvency, bankruptcy or reorganization of Tenant.

4. Subrogation. Until all Obligations have been indefeasibly paid and discharged in full, Guarantor has no right of subrogation and waives any right to enforce any remedy that now has or may hereafter have against Tenant and any benefit of, and any right to participate in, any security now or hereafter held by Landlord, including the provisions of Sections 2847, 2848 and 2849 of the Civil Code of California. Guarantor agrees that nothing contained herein prevents Landlord from suing on the Lease, another agreement between Tenant and Landlord, or from exercising any rights available to Landlord thereunder and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor. Guarantor expressly waives any and all benefits under the second sentence of California Civil Code Section 2822(a). In addition, Guarantor agrees that Landlord (and not Tenant) has the right to designate the portion of Tenant's obligations under the Lease that is satisfied by a partial payment by Tenant.

5. Subordination. All obligations of Tenant to Guarantor that presently or in the future may exist ("Guarantor's Claims") are hereby subordinated to the Obligations. At Landlord's request, Guarantor's Claims will be enforced and performance thereon received by Guarantor only as a trustee for Landlord, and Guarantor will promptly pay over to Landlord all proceeds recovered for application to the Obligations without reducing or affecting Guarantor's liability under other provisions of this Guaranty.

6. Representations and Warranties. To induce Landlord to enter into the Assignment, Guarantor represents and warrants that: (a) this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms; (b) the execution, delivery and performance of this Guaranty have been duly authorized by all necessary action and will not violate any order, judgment or decree to which Guarantor or any of its assets may be subject; and (c) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

7. Notices. All notices, requests, consents, demands and other communications hereunder (each, a "Notice") shall be in writing and delivered to the parties at the addresses set forth herein or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, or email or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Guaranty, a Notice is effective only (a) with written confirmation of delivery or transmission; (b) upon receipt of the receiving party; and (c) if the party giving the Notice has complied with the requirements of this section.

8. Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of Landlord, assign any of its rights, powers or obligations hereunder including, without limitation, the Obligations. Landlord may assign this Guaranty and its rights hereunder without the consent of Guarantor. Any attempted assignment in violation of this section shall be void *ab initio*.

9. Governing Law; Forum. This Guaranty shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The state or federal courts located in Fresno County, California shall have sole and exclusive jurisdiction over any action under or arising out of this Agreement, and the parties waive any defense of lack of personal jurisdiction or forum *non-conveniens* to any action based on a breach of this Guaranty.

10. Cumulative Rights. Each right, remedy and power hereby granted to Landlord or allowed it by applicable law (or in equity) or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord at any time or from time to time.

11. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

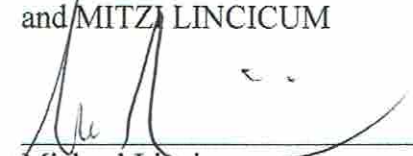
12. Entire Agreement; Amendments; Headings; Effectiveness. This Guaranty constitutes the sole and entire agreement of Guarantor and Landlord with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Guaranty.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the Effective Date.

“GUARANTOR”

MICHAEL LINCICUM
and MITZI LINCICUM



Michael Lincicum



Mitzi Lincicum

Address for notices to Guarantor:

2222 Diamante Dr.
Tulare, CA 93274
