

## GUARANTY

This Guaranty (the "Guaranty") is made by American Capital Energy, Inc. ("Guarantor"), in favor of Cape & Vineyard Electric Cooperative, Inc. ("CVEC"), a Massachusetts cooperative corporation. Guarantor and CVEC may be referred to herein individually as "a Party" and collectively as "the Parties."

WHEREAS, ACE OF CAPE COD SOLAR I, LLC, ACE OF CAPE COD SOLAR II, LLC, ACE OF CAPE COD SOLAR III, LLC, ACE OF CAPE COD SOLAR V, LLC, ACE OF CAPE COD SOLAR VI, LLC, ACE-VINEYARD SOLAR I, LLC, ACE-VINEYARD SOLAR II, LLC, ACE-VINEYARD SOLAR III, LLC, and ACE-VINEYARD SOLAR IV, LLC, each a Delaware limited liability company (collectively referred to herein as "Contractor") and CVEC are parties to certain Energy Management Services Agreements listed on Exhibit A attached hereto (the "EMS Agreements");

WHEREAS, Guarantor is the recipient of a contract award from CVEC to develop solar photovoltaic systems as documented in the EMS Agreements, and will receive substantial and direct benefits from the extensions of credit contemplated by the EMS Agreements and has agreed to enter into this Guaranty to provide assurance for the payment and performance of Contractor's obligations in connection with the EMS Agreements and to induce CVEC to enter into the EMS Agreements; and

WHEREAS, the execution and delivery of this Guaranty is a condition precedent to CVEC's further performance of its obligations under the terms of the EMS Agreements.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees any and all of Contractor's payment or performance obligations, liabilities, indebtedness, duties and undertakings to CVEC, whether now or hereafter existing or arising, created by contract or by operation of law, direct or indirect, absolute or contingent, due or to become due, sole, joint or several, liquidated or unliquidated, primary or secondary, secured or unsecured, voluntary or involuntary, presently contemplated or un contemplated, and however arising under the EMS Agreements, as such Agreement may be amended or modified from time to time, (collectively, the "Guaranteed Obligations"). The Guaranteed Obligations include, but are not limited to, Contractor's indemnification, payment of damages upon a Production Shortfall (as defined in the EMS Agreements) and decommissioning obligations under the EMS Agreements.
2. **Guaranty Absolute.** The liability of Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

(a) the creation of or increases or additions to the Obligations;

(b) any lack of validity or enforceability of or defect or deficiency applicable to Contractor in the EMS Agreements or any other documents executed in connection with the EMS Agreements;

(c) any modification, extension or waiver of any of the terms of the EMS Agreements;

(d) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the EMS Agreements or any other agreement or instrument executed in connection therewith;

(e) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by CVEC to exercise, in whole or in part, any right or remedy held by CVEC with respect to the EMS Agreements or any transaction under the EMS Agreements; or

(f) any change in the existence, structure or ownership of Guarantor or Contractor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Contractor or its assets.

The obligations of Guarantor hereunder are several from Contractor or any other person, and are primary obligations concerning which Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for CVEC, in order to enforce payment by Guarantor under this Guaranty, to show any proof of Contractor's default, to exhaust its remedies against Contractor, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by CVEC upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Contractor or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Contractor or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

**3. Waivers and Subordination by Guarantor.** This is a Guaranty of payment and not of collection. To the extent permitted by law, Guarantor hereby waives:

(a) all notices and rights to notice to which Guarantor might be entitled, including notices of acceptance hereof, and any action taken or omitted in reliance hereon;

(b) presentment, demand and protest of any instrument;

(c) all suretyship and equitable defenses;

(d) all other defenses, counterclaims and set-offs against CVEC;

(e) all exemptions and rights of homestead, valuation, postponement or similar nature;

(f) all claims against Contractor, whether in the nature of subrogation or otherwise as a creditor resulting from this Guaranty or any payments hereunder unless and until the Obligations have been satisfied in full or CVEC has expressly consented thereto in writing;

(g) any statute of limitations in any action hereunder or for the collection of the EMS Agreements or the performance of any of the Obligations;

(h) the incapacity or lack of authority of Contractor, Guarantor or any other person or entity, or the failure of CVEC to file or enforce a claim against the estate (either in bankruptcy, or any other proceeding) of Contractor or Guarantor or any other person or entity;

(i) any election of remedies by CVEC which destroys or otherwise impairs any subrogation rights of Guarantor or the right of Guarantor to proceed against Contractor for reimbursement, or both;

(j) any lack of diligence by Contractor in collection, protection, or realization upon any collateral securing the EMS Agreements;

(k) the invalidity or unenforceability of any of the documents evidencing the EMS Agreements or the Security; or

(l) any other cause or facts similar or dissimilar to the foregoing, it being the intention that the obligations of Guarantor are absolute, unconditional, and irrevocable. Guarantor shall not take any action to assert, collect, claim or realize upon any indebtedness, liabilities or collateral therefor, or any right of subrogation, reimbursement, contribution, indemnification or similar right, all against any other guarantor unless and until the Obligations have been satisfied in full or CVEC has expressly consented thereto in writing. Guarantor hereby subordinates any and all such claims and rights, in all respects, to the Obligations.

**4. Expenses.** Guarantor agrees to pay on demand any and all out-of-pocket costs, including reasonable legal fees and expenses, and other expenses incurred by CVEC in enforcing Guarantor's payment obligations under this Guaranty; provided that Guarantor shall not be liable for any expenses of CVEC if it is not successful in such enforcement action.

**5. Subrogation.** Guarantor shall be subrogated to all rights of CVEC against Contractor in respect of any amounts paid by Guarantor pursuant to the Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under the United States Bankruptcy Code), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of CVEC against any collateral which CVEC now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably paid to CVEC in full. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all the Guaranteed Obligations in default shall not have

been paid in full, such amount shall be held in trust for the benefit of CVEC and shall forthwith be paid to CVEC to be applied to the Guaranteed Obligations. If (a) Guarantor shall perform and shall make payment to CVEC of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, CVEC shall, at Guarantor's request, execute and deliver to Guarantor appropriate documents necessary to evidence the transfer by subrogation to Guarantor of any interest in the Guaranteed Obligations resulting from such payment by Guarantor.

**6. Reservation of Defenses.** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a guaranty. Guarantor does reserve the right to assert defenses which Contractor may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Contractor and other defenses expressly waived hereby. Guarantor's exercise of such defenses shall not delay or excuse its payment obligations under this Guaranty. Such defenses may be asserted in any dispute resolution proceeding pursuant to Section 16 hereof.

**7. Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, facsimile or personally delivered. Notices shall be sent to the following addresses:

If to CVEC:

Ms. Margaret Downey, Clerk  
Cape & Vineyard Electric Cooperative, Inc.  
P.O. Box 427  
Superior Court House  
Barnstable, Massachusetts 02630  
(508) 375-6636 (voice)  
(508) 362-4136 (fax)

If to Guarantor:

American Capital Energy, Inc.  
Attn: Bill Fitzpatrick  
15 Tyngsboro Road, Suite 4A  
North Chelmsford, MA 01863

with a copy to:

American Capital Energy, Inc.  
Attn: Robert Dowd  
15 Tyngsboro Road, Suite 4A

North Chelmsford, MA 01863

**8. Demand and Payment.** Any demand by CVEC for payment hereunder shall be in writing, signed by a duly authorized representative of CVEC and delivered to Guarantor pursuant to Section 7 hereof, and shall (a) reference this Guaranty, (b) specifically identify Contractor, the nature of the default, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within two (2) business days of receipt of such demand.

**9. No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of CVEC to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

**10. Term; Termination.** This Guaranty shall become effective as of the effective date of the first executed EMS Agreement and shall continue in full force and effect until the third anniversary of the termination date of the last EMS Agreement to expire.

**11. Assignment; Successors and Assigns.** CVEC may, upon notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights hereunder with the prior written consent of CVEC, which consent shall not be unreasonably withheld. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives. Guarantor expressly acknowledges and agrees that each of the Host Towns (as such term is defined in the EMS Agreements) are intended beneficiaries of this Guaranty.

**12. Entire Agreement; Amendments.** This Guaranty constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Guaranty may only be amended or modified by a written amendment to the Agreement signed by both Parties hereto.

**13. Headings; Captions.** The headings and captions appearing in this Guaranty are intended for reference only, and are not to be considered in construing the Guaranty.

**14. Representation and Warranties.** Guarantor represents and warrants as follows:

(a) Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guarantee;

(b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene Guarantor's constitutional documents or any contractual restriction binding on Guarantor or its assets;

(c) This Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency) reorganization and other laws of general applicability relating to or affecting CVEC's rights and to general equity principles;

(d) There is no material litigation now pending or threatened in writing against Guarantor which, if adversely decided, could materially impair the ability of Guarantor to pay and perform the Obligations;

(e) Guarantor is solvent and is not rendered insolvent by the obligations undertaken in this Guaranty;

(f) Guarantor is not contemplating the filing of a petition or proceeding under any state or federal bankruptcy or insolvency or reorganization laws or the liquidating of all or a major portion of Guarantor's property, and Guarantor has no knowledge of any such petition or proceeding being filed against Guarantor; and

(g) The EMS Agreements will constitute a material economic benefit to Guarantor.

**15. Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

**16. Severability.** If any section, phrase or portion of the Guaranty is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Guaranty will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Guaranty and the benefits to the Parties are not substantially impaired.

**17. No Joint Venture.** Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

**18. Joint Workproduct.** This Guaranty shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

**19. Governing Law; Dispute Resolution.** This Guaranty shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. In the event a dispute arises concerning this Guaranty, the parties agree to follow the dispute resolution procedures set forth in the EMS Agreements.

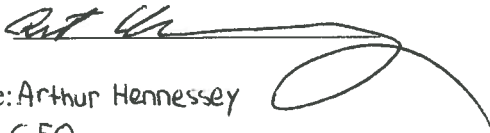
**20. Counterparts; Scanned Copy.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

**21. Guarantor's Role as Contractor under EMS Agreement.** This Guaranty is subject to the following: should Guarantor assume the role of Contractor (as such term is defined in the EMS Agreements) through a permitted assignment of an EMS Agreement, nothing in this Guaranty shall be construed as a (i) waiver of any defenses that Guarantor, in its role as Contractor, may have against CVEC as User pursuant to such EMS Agreement, or (ii) as a waiver of any rights or remedies that that Guarantor, in its role as Contractor, may have against CVEC as User pursuant to such EMS Agreement.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of the date first above written.

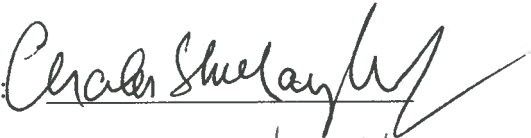
Guarantor:

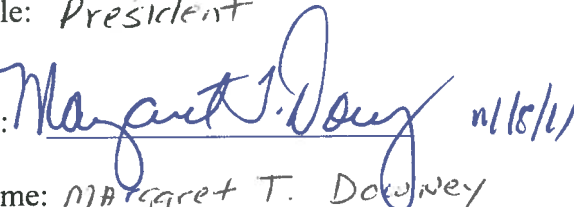
AMERICAN CAPITAL ENERGY, INC.

By:   
Name: Arthur Hennessey  
Title: CFO

**Accepted and Agreed:**

CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.

By:   
Name: Charles McLaughlin,  
Title: President

By:  11/18/11  
Name: Margaret T. Downey  
Title: Clerk

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## **Exhibit A**

### **List of EMS Agreements (All originals on file with CVEC )**

1. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE OF CAPE COD SOLAR I, LLC for Barnstable Landfill dated October 21, 2011.
2. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE OF CAPE COD SOLAR VI, LLC for Brewster Landfill dated July 19, 2011.
3. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE OF CAPE COD SOLAR III, LLC for Chatham Landfill dated July 19, 2011.
4. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE OF CAPE COD SOLAR V, LLC for Eastham Landfill dated July 19, 2011.
5. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE-VINEYARD SOLAR II, LLC for Edgartown Katama Farm dated June 28, 2011.
6. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE-VINEYARD SOLAR IV, LLC for Edgartown Nunnepog dated June 28, 2011.
7. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE-VINEYARD SOLAR III, LLC for Edgartown Pennywise dated June 28, 2011.
8. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE OF CAPE COD SOLAR II, LLC for Harwich Landfill dated July 19, 2011.
9. Energy Management Services Agreement for Solar Photovoltaic System Between Cape & Vineyard Electric Cooperative, Inc. and ACE-VINEYARD SOLAR I, LLC for Tisbury Landfill dated August 4, 2011.