

**Guaranty Agreement**

Granted By	<b>J Brothers Variety Inc.</b> (“Guarantor”)	
	on behalf of Substantial Investments Inc. (“Company”)	
Granted To	[DEVELOPER/OWNER/OPERATOR]	
Regarding	(i) The agreements listed on Schedule 1	
Effective Date	(ii) November 1, 2023	
Termination	See Section 9	(iii)
<b><i>Subject to the following terms and conditions:</i></b>		

1. **Parties.** This Guaranty Agreement (“Guaranty”), effective as of Novemebr 1, 2023 (the “Effective Date”), is made and entered into by J Brothers Variety Inc., a Maine corporation (“Guarantor”), on behalf of Substantial Investments Inc., a Maine corporation (“Company”) in favor of Casco Standish Solar, LLC, a Maine limited liability company, its legal successors and permitted assigns (“Counterparty”).

2. **Contracts Guaranteed.** This Guaranty is given in consideration of Counterparty having entered into or entering into the Credit Purchase Agreements listed on Schedule 1 hereto (each a “CPA” and, collectively, the “Contract”).

3. **Guaranty.** Subject to the provisions hereof, Guarantor, a surety, guarantees to Counterparty the full and complete payment of all amounts due and payable or to become due and payable under the Contract by Company, its legal successors and permitted assigns, and full and complete performance of all obligations of Company, its legal successors and permitted assigns, to Counterparty under the Contract at the times and in the manner provided therein (collectively, the “Obligations”). Guarantor shall pay or commence performance (or cause the commencement of performance) of the Obligations within five (5) Business Days after Guarantor’s receipt of written notice from Counterparty stating that Company has defaulted (beyond applicable grace and cure periods set forth in the Contract) in the performance or payment of the Obligations and demanding performance or payment thereof by Guarantor. (The term “Business Day” as used herein shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.) This Guaranty shall constitute a continuing guarantee of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be absolute, unconditional and

irrevocable, irrespective of: (a) any change in time, manner or place of performance of, or in any other term of, all or any of the Obligations or any other amendment to, modification of (including, without limitation, change orders), waiver of, or any consent to departure from, any provision of the Contract; (b) any change in ownership of Guarantor or Company, except for any change of such ownership to a party outside of the Ahold Delhaize group in which event this Guaranty expires as of the effective date of the transfer of such ownership; provided that in the case of such change in ownership, this Guaranty shall not expire until Guarantor has posted or caused to be posted replacement security reasonably acceptable to Counterparty (for example, a letter of credit from a reasonably acceptable bank or a cash escrow); (c) any bankruptcy, insolvency or reorganization of, or other similar proceedings involving, Company; (d) any claim as to any CPA's validity, regularity or enforceability or the lack of authority of Counterparty to execute or deliver any CPA, or the absence or existence of any action to enforce a CPA or of any action to enforce a judgment against Company under a CPA; or (e) subject to Section 3.02, any other circumstances that might otherwise constitute legal or equitable discharge of a surety or guarantor. Guarantor's obligations hereunder are several from, and not joint with, Counterparty or any other person. The liability of Guarantor under this Guaranty is subject to the following:

3.01 In no event shall Guarantor be liable for consequential, exemplary, special, equitable, lost profits, punitive, tort, indirect, incidental or any other similar damages, unless such damages are recoverable under the Contract.

3.03 Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which the Company is or may be entitled to arising from or in connection with the Contract, Obligations, the nature of Counterparty's claim or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of the Company.

3.04 Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time, either before or after the Termination hereof, payment or performance of the Obligations guaranteed pursuant to this Guaranty, or any part thereof is rescinded or must otherwise be returned by Counterparty for any legal reason, including without limitation upon the insolvency, bankruptcy or reorganization of Company, all as though such payment or performance had not been made.

4. **Demands and Notices.** Counterparty shall make a demand for payment or performance in writing, stating specifically that Counterparty is calling upon Guarantor to pay or perform under this Guaranty, stating briefly what Obligations Company has failed to pay or perform. A demand satisfying the foregoing requirements shall be required with respect to Obligations before Guarantor is required to pay or perform and shall be deemed sufficient notice to Guarantor. A single written demand to Guarantor shall be effective as to any payment or performance default of the Company under the Contract during the continuance of such default.

5. **Consents and Waivers.**

5.01 Guarantor hereby irrevocably, unconditionally and expressly waives, to the fullest extent permitted by applicable law, notice of acceptance of this Guaranty, other than Counterparty's signature on this Guaranty, and presentment and demand concerning the liabilities of Guarantor, and any other notice with respect to any of the Obligations and this Guaranty, except as required in Section 4 ("Demands"), above.

5.02 Guarantor hereby waives any right to require that any action or proceeding be brought against Company, or any other obligor principally or secondarily liable, or any other collateral provided as security for all or any of the Obligations, prior to any action against Guarantor.

5.03 Guarantor agrees that its obligations hereunder shall not be affected by the existence, validity, enforceability, perfection, or extent of any collateral.

5.04 Except as to applicable statutes of limitation, Guarantor hereby agrees that no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

5.05 Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment or performance or terms of the Obligations, or changes or modifications to the terms of the Contract as agreed to by Company. Guarantor acknowledges and agrees that Counterparty may also, in its sole discretion, and without affecting in any way Counterparty's rights or Guarantor's obligations hereunder:

- (a) enter into any agreement of forbearance with respect to all or any part of any payment or performance due under the Contract, and change the terms of any such agreement;
- (b) enter into any agreement or agreements with Company concerning then existing or additional obligations; or
- (c) release or effect any settlement or compromise with respect to the payment or performance of the Contract by Company or any other party primarily or secondarily liable for the performance of the Contract.

6. **Continuing Guaranty.** Subject to the provisions of Section 9 (“Termination”), this Guaranty is a continuing Guaranty and shall remain in full force and effect until all the Obligations have been satisfied in full.

7. **Subrogation.** Guarantor shall be subrogated to the corresponding rights of Counterparty and Counterparty shall take, at Guarantor’s expense, all such steps as the Guarantor may reasonably request to implement such subrogation; provided, however, that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, by any reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Counterparty against Company, until all of the Obligations shall have been paid or performed in full.

8. **Successors and Assigns; Assignment.** This Guaranty shall be binding upon Guarantor and its legal successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its legal successors and permitted assigns. Neither Counterparty nor Guarantor may assign this Guaranty without the prior written consent of the other, which consent shall not be unreasonably withheld.

9. **Termination.** This Guaranty shall automatically terminate, with no further action required by Guarantor, Counterparty, Company, or any other person, upon the termination or expiration of the last CPA to terminate or expire. Upon termination of this Guaranty, Guarantor shall have no further liability hereunder, provided that this Guaranty shall remain in full force and effect with respect to Obligations arising prior to the effective date of termination.

10. **Notice.** Any demand, notice, request, instruction, correspondence or other document to be given by any party to another hereunder shall be in writing and delivered personally or mailed by

certified mail, postage prepaid and return receipt requested, by overnight mail, or delivered by telegram, telecopy or facsimile as follows:

**To Guarantor/Company:**

J Brothers Variety



Jeff Howland (Nov 2, 2023 08:26 EDT)

Jeff Howland

President

Date: 11/02/2023

1.2 To Counterparty:

Casco Standish Solar LLC (Nautilus Solar LLC)



Eric LaMora

Executive Director

Date: 11/06/2023

Notice given by personal delivery or mail shall be effective upon actual receipt.

**11. Representations and Warranties.** Guarantor represents and warrants that:

(a) it is a [corporation] duly organized and validly existing under the laws of the State of Delaware and has the [corporate] power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;

(b) its execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary company action and do not contravene any provision of its formation document or any law, regulation or contractual restriction binding on it or its assets, and no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty has been duly executed and delivered by Guarantor and constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any laws affecting creditors' rights generally and by general principles of equity.

12. **Severability.** If one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

13. **Governing Law.** This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws.

14. **Jurisdiction.** With respect to any suit, action or proceedings relating to this Guaranty (the “Proceedings”), the Counterparty, by accepting this Guaranty, and the Guarantor each irrevocably (i) submits to the exclusive jurisdiction of New York State courts and the United States District Court located in the Borough of Manhattan in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party.

15. **Amendments or Waivers.** No amendment, waiver or supplement or other modification of any provision of this Guaranty shall be effective unless the same shall be in writing and signed by Guarantor and Counterparty, and then such amendment, waiver, supplement or other modification shall only be effective in the specific instance and for the specific purpose for which given.

**[Signatures Follow]**

**IN WITNESS WHEREOF**, the Guarantor has executed this Guaranty on the effective date first written above.



Timothy Thornton (Nov 2, 2023 08:59 EDT)

Name: Timothy Thornton

Title: Commercial Sales Manager

Date: November 1, 2023

**ACCEPTED BY**, the Counterparty acknowledges and accepts the above Guaranty.

**[DEVELOPER/OWNER/OPERATOR]**



Name: Eric LaMora

Title: Executive Director

Date: 11/06/2023












# J Brothers Guarantee Agreement Revised

Final Audit Report

2023-11-06

Created:	2023-11-01
By:	Maine Community Solar (alyssag@mainecommunitysolar.org)
Status:	Signed
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## "J Brothers Guarantee Agreement Revised" History

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✔ Agreement completed.

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