

## COMPLETION GUARANTY AND AGREEMENT

This Completion Guaranty and Agreement (“**Guaranty**”) is made as of [INSERT DATE], between [INSERT NAME], a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ [IF FOREIGN ENTITY ADD: and authorized to do business in the State of Colorado], whose address is [INSERT ADDRESS] (the “**Property Owner**”) and [INSERT NAME(S) OF PERSONAL GUARANTOR] (individually and collectively with the Property Owner, as the context requires, jointly and severally, the “**Guarantor**”) to and for the benefit of [NAME OF CAPITAL PROVIDER], a \_\_\_\_\_, whose address is \_\_\_\_\_ (together with its assigns, nominees and/or designees, the “**Capital Provider**”).

### RECITALS:

A. Guarantor is executing this Guaranty to induce Capital Provider to make a CoPace assessment loan to the Property Owner under the commercial property assessed clean energy program (the “**CoPACE Program**”) established under Colorado Revised Statutes 32-20-101 et seq. (the “**CoPACE Act**”) in the maximum principal amount of [INSERT AMOUNT OF LOAN] and No/100 Dollars (\$[\_\_\_\_]) (the “**CoPACE Loan**”). The CoPACE Loan is being made pursuant to the Assessment and Financing Agreement of even date herewith (the “**Financing Agreement**”), the proceeds of which will be used to finance such New Energy Improvements and which is secured by, among other things, a special CoPACE Assessment (the “**CoPACE Assessment**”) and accompanying lien (the “**CoPACE Lien**”) on the property located at [INSERT PROPERTY ADDRESS] (the “**Property**”) pursuant to the terms of the CoPACE Act.

B. In accordance with the requirements of the CoPACE Program, the Property Owner has contracted to [renovate or retrofit the Property to reduce energy and/or water consumption and/or install renewable energy systems at or for the Property][construct a new building that meets the District’s energy efficiency requirements for eligibility for the CoPACE Program] (the “**Project**”) as more fully described in the executed construction contract by and among the Property Owner and [NAME OF CONTRACTOR] (the “**Contractor**”) dated \_\_\_\_\_, \_\_\_\_ (the “**Construction Contract**”) for completion of the energy efficiency, water efficiency, and/or renewable energy improvements described herein in *Exhibit B* (the “**New Energy Improvements**”). [Guarantor is signing that certain Environmental Indemnity Agreement of even date herewith].

C. This Guaranty is one of several CoPACE Transaction Documents, as defined and designated in the Financing Agreement. The CoPACE Transaction Documents also include the Financing Agreement, the Assignment of Contracts, the Construction Funding and Disbursement Agreement of even date herewith (the “**Disbursement Agreement**”) and certain other specified instruments and agreements. Each capitalized term used herein and not otherwise defined herein has the meaning given to such term in the Disbursement Agreement and, if not defined therein, then in the Financing Agreement. This Guaranty is required pursuant to the terms of the Disbursement Agreement.

## GUARANTY

1. Completion Guaranty and Agreement. Guarantor unconditionally and irrevocably guaranties the full performance by Property Owner of, and agrees to perform in the event of a Property Owner's default, all of Property Owner's obligations under the CoPACE Transaction Documents which pertain to construction and completion of the New Energy Improvements to be constructed on the Property. Guarantor unconditionally guaranties the Lien-Free Completion (as defined in Section 11 of the Note) of the New Energy Improvements. Promptly following receipt of written notice from Capital Provider that Property Owner has failed to perform (or cure) any such construction obligations in accordance with the CoPACE Transaction Documents, Guarantor shall assume responsibility for and shall thereafter fully perform all such obligations identified in such notice provided that Capital Provider makes available to Guarantor the undisbursed CoPACE Loan funds as contemplated by Section 2 below. This Guaranty shall automatically terminate with further action of the Capital Provider upon the earlier to occur of (a) repayment in full of the CoPACE Loan and any obligations of Property Owner under any of the CoPACE Transaction Documents, or (b) Lien-Free Completion of the New Energy Improvements, including but not limited to satisfaction of all provisions contained in Section 4.03 of the Financing Agreement. Notwithstanding the automatic nature of the termination of the Guaranty as set forth above, Guarantor may request of Capital Provider confirmation in writing of such termination, which confirmation shall not be unreasonably withheld, conditioned or delayed.

2. Availability of CoPACE Loan Funds. If Capital Provider has sent Guarantor written notice to perform its obligations under Section 1 above, Capital Provider shall make undisbursed CoPACE Loan funds available to Guarantor for the purposes of completing the New Energy Improvements and fulfilling its other obligations under this Guaranty, so long as:

2.1 No Event of Default has occurred and is continuing under this Guaranty;

2.2 Guarantor cures any outstanding default under the CoPACE Transaction Documents, including any failure of the CoPACE Loan to be "in balance" (other than any default as a result of Property Owner's cessation of construction which gave rise to the demand upon Guarantor under this Guaranty and any other defaults, and, as reasonably determined by Capital Provider, do not prevent Guarantor from completing Construction) and thereafter performs all obligations assumed by it under this Guaranty up to the time of the Lien-Free Completion of the New Energy Improvements; and

2.3 All conditions of the CoPACE Transaction Documents to the disbursement of CoPACE Loan funds (as described in the Disbursement Agreement) are satisfied.

3. Capital Provider's Remedies. If Guarantor fails promptly to perform its obligations under Section 1, Capital Provider shall deliver written notice thereof to Guarantor specifying such default and Guarantor shall have a period of fifteen (15) days to cure such default to the reasonable satisfaction of Capital Provider. If Property Owner fails to so cure the specified default, then Capital Provider shall have the following remedies:

3.1 If Capital Provider, in its sole discretion chooses to do so, Capital Provider may perform any or all of Guarantor's obligations under Section 1 on Guarantor's behalf. If this happens, Guarantor shall reimburse Capital Provider within ten (10) days of written demand therefor from Capital Provider for all costs and expenses, including any reasonable attorneys' fees, that Capital Provider may incur in performing those obligations, together with interest on those sums from and after the date(s) they are incurred at the Default Rate (as defined in the Disbursement Agreement).

3.2 In addition, Capital Provider may bring any action at law or in equity or both, or commence any arbitration proceeding to compel Guarantor to perform its obligations under Section 1, and to collect compensation for all loss, cost, damage, injury and expense which may be sustained or incurred by Capital Provider as a direct result and as actual damages resulting from Guarantor's failure to perform those obligations, including interest at the Default Rate for sums expended by Capital Provider (as defined in the Disbursement Agreement). Capital Provider from time to time following an uncured event of default by Guarantor hereunder may bring such an action or commence such arbitration proceeding, regardless of whether Capital Provider has first exercised any of the above remedies, or whether Capital Provider has exhausted any or all security for the CoPACE Loan under the terms of the CoPACE Transaction Documents.

4. Rights of Capital Provider. Guarantor authorizes Capital Provider to perform any or all of the following acts at any time in its reasonable discretion, with notice to Guarantor but without affecting Guarantor's obligations under this Guaranty:

4.1 Capital Provider may alter any terms of the CoPACE Loan or any part of it under an agreement with Property Owner, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the CoPACE Loan or any part of it, or otherwise modify the terms of any of the CoPACE Transaction Documents.

4.2 Capital Provider may take and hold security for the CoPACE Loan, accept additional or substituted security for either, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect and sell or otherwise dispose of any such security.

4.3 Capital Provider may apply any payments or recoveries from Property Owner, Guarantor or any other source, and any proceeds of any security, to Property Owner's obligations under the CoPACE Transaction Documents in such manner, order and priority as Capital Provider may elect, whether or not those obligations are guaranteed by this Guaranty or secured at the time of the application.

4.4 Capital Provider may substitute, add or release any one or more guarantors or endorsers.

4.5 In addition to the CoPACE Loan, Capital Provider may extend other credit to Property Owner, and may take and hold security for the credit so extended, all without affecting Guarantor's liability under this Guaranty.

4.6 Capital Provider may approve modifications to the Plans and Specifications approved or requested by Property Owner.

4.7 Capital Provider may change the terms or conditions of disbursement of the CoPACE Loan requested by Property Owner.

4.8 Capital Provider may advance additional funds to Property Owner for purposes related to those of the CoPACE Transaction Documents.

5. Guaranty to be Absolute. Each Guarantor expressly agrees that, until the termination of this Guaranty, as set forth in Section 1 above, each Guarantor shall not be released by or because of:

5.1 Any act or event which might otherwise discharge, reduce, limit or modify Guarantor's obligations under this Guaranty;

5.2 Any waiver, extension, modification, forbearance, delay or other act or omission of Capital Provider, or its failure to proceed promptly or otherwise as against Property Owner, Guarantor or any security;

5.3 Any action, omission or circumstance which might increase the likelihood that Guarantor may be called upon to perform under this Guaranty or which might affect the rights or remedies of Guarantor as against Property Owner;

5.4 Any dealings occurring at any time between Property Owner and Capital Provider, whether relating to the CoPACE Loan or otherwise; or

5.5 Any action of Capital Provider described in Section 4 above.

Guarantor hereby acknowledges that absent this Section, Guarantor might have a defense to the enforcement of this Guaranty as a result of one or more of the foregoing acts, omissions, agreements, waivers or matters. To the extent permitted by law, Guarantor hereby expressly waives and surrenders any defense to any liability under this Guaranty based upon any of such acts, omissions, agreements, waivers or matters. It is the express intent of Guarantor that each Guarantor's obligations under this Guaranty are and shall be absolute, unconditional, joint, several and irrevocable.

6. Guarantor's Waivers. To the extent permitted by law, each Guarantor waives:

6.1 All statutes of limitations as a defense to any action or proceeding brought against Guarantor by Capital Provider, to the fullest extent permitted by law;

6.2 Any right it may have to require Capital Provider to proceed against Property Owner, proceed against or exhaust any security held from Property Owner, or pursue any other remedy in Capital Provider's power to pursue;

6.3 Any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Property Owner;

6.4 Any defense based on: (i) any legal disability or lack of authority of Property Owner, (ii) any release, discharge, modification, impairment or limitation of the liability of Property Owner to Capital Provider from any cause, whether consented to by Capital Provider or arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships (an “**Insolvency Proceeding**”) and (iii) any rejection or disaffirmance of the CoPACE Loan by Property Owner, or any part of it, or any security held for it, in any such Insolvency Proceeding;

6.5 Any defense based on any action taken or omitted by Capital Provider in any Insolvency Proceeding involving Property Owner, including any election to have Capital Provider’s claim allowed as being secured, partially secured or unsecured, any extension of credit by Capital Provider to Property Owner in any Insolvency Proceeding, and the taking and holding by Capital Provider of any security for any such extension of credit;

6.6 All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind except for any demand or notice by Capital Provider to Guarantor expressly provided for in Section 1;

6.7 Any defense based on or arising out of any defense that Property Owner may have to the payment or performance of the CoPACE Loan or any part of it;

6.8 Any defense based on or arising out of any action of Capital Provider described in Section 4 or Section 5 above;

6.9 Any exemption rights;

6.10 Any benefit of the provisions of Colorado law and the Colorado Rules of Civil Procedures, that may set forth certain rights and obligations among guarantors, debtors and creditors, to the extent applicable; and

6.11 Any defense based on any lack of authority of the officers, directors, partners, members or agents acting or purporting to act on behalf of Property Owner or any principal of Property Owner or any defect in the formation of Property Owner or any principal of Property Owner.

## 7. Waivers of Subrogation and Other Rights and Defenses.

7.1 Regardless of whether Guarantor may have made any payments to Capital Provider, Guarantor hereby waives, to the extent permitted by law: (i) all rights of subrogation, indemnification, contribution, and any other rights to collect reimbursement from Property Owner or any other party for any sums paid or performance rendered to Capital Provider, whether contractual or arising by operation of law (including the United States Capital bankruptcy Code or any successor or similar statute) or otherwise, (ii) all rights to enforce any remedy that Capital Provider may have against Property Owner, and (iii) all rights to participate in any security now or later to be held by Capital Provider for the CoPACE Loan.

7.2 Guarantor waives, to the extent permitted by law, all rights and defenses that any Guarantor may have because Property Owner's CoPACE Loan is secured by an assessment lien against real property. This means, among other things, Capital Provider may collect or receive performance from any Guarantor without first foreclosing on any real or personal property collateral pledged by Property Owner.

7.3 No provision or waiver in this Guaranty shall be construed as limiting the generality of any other provision or waiver contained in this Guaranty.

7.4 Guarantor agrees that the payment or performance of any act which tolls any statute of limitations applicable to the CoPACE Transaction Documents shall similarly operate to toll the statute of limitations applicable to Guarantor's liability hereunder.

8. Revival and Reinstatement. If Capital Provider is required to pay, return or restore to Property Owner or any other person any amounts previously paid on the CoPACE Loan because of any Insolvency Proceeding of Property Owner or any other reason, the obligations of Guarantor shall be reinstated and revived and the rights of Capital Provider shall continue with regard to such amounts, all as though they had never been paid.

9. Information Regarding Property Owner and the Property. Before signing this Guaranty, each Guarantor investigated the financial condition and business operations of Property Owner, the present and former condition, uses and ownership of the Property, and such other matters as Guarantor deemed appropriate to assure itself of Property Owner's ability to discharge its obligations under the CoPACE Transaction Documents. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Property Owner's ability to pay and perform its obligations to Capital Provider. Capital Provider has no duty to disclose to any Guarantor any information which Capital Provider may have or receive about Property Owner's financial condition or business operations, the condition or uses of the Property, or any other circumstances bearing on Property Owner's ability to perform.

10. Subordination. Any rights of Guarantor, whether now existing or later arising, to receive payment on account of any indebtedness (including interest) owed to it by Property Owner or any subsequent owner of the Property, or to withdraw capital invested by it in Property Owner, or to receive distributions from Property Owner, shall at all times be subordinate as to lien and time of payment and in all other respects to the full and prior repayment to Capital Provider of the amounts due under the CoPACE Transaction Documents and any obligations of Property Owner under the Disbursement Agreement. Guarantor shall not be entitled to enforce or receive payment of any sums hereby subordinated until the CoPACE Loan and any obligations of Property Owner under the Disbursement Agreement have been paid in full and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for Capital Provider. The foregoing notwithstanding, Guarantor is not prohibited from receiving (a) such reasonable management fees or reasonable salary from Property Owner as Capital Provider may find acceptable from time to time, and (b) distributions from Property Owner in an amount equal to any income taxes imposed on Guarantor which are attributable to Property Owner's income from the Property.

11. Guarantor's Representations and Warranties. Each Guarantor represents and warrants that:

11.1 All financial statements and other financial information furnished or to be furnished to Capital Provider are or will be substantially true and correct in all material respects and do or will fairly represent the financial condition of Guarantor (including all contingent liabilities);

11.2 All financial statements were or will be prepared in accordance with Guarantor's typical internal accounting methods, consistently applied and in a form reasonably acceptable to Capital Provider; and

11.3 There has been no material adverse change in Guarantor's financial condition since the dates of the statements most recently furnished to Capital Provider.

12. Events of Default. Capital Provider may declare Guarantor to be in default under this Guaranty upon the occurrence of any of the following events ("**Events of Default**"):

12.1 Any Guarantor fails to pay any monetary amount under the Disbursement Agreement, or any other CoPACE Loan Document, pursuant to the terms of this Agreement, within five (5) days after the applicable due date therefor; or

12.2 Any Guarantor fails to perform any of its non-monetary obligations under this Guaranty within the cure periods set forth in the Disbursement Agreement; or

12.3 Any Guarantor fails to perform any of its obligations under this Guaranty within ten (10) days after written notice from Capital Provider; or

12.4 Any Guarantor attempts to revoke this Guaranty or any portion hereof or this Guaranty or any portion hereof becomes ineffective for any reason; or

12.5 Any representation or warranty made or given by any Guarantor to Capital Provider proves to be false or misleading in any material respect when made; or

12.6 Any Guarantor becomes insolvent or the subject of any Insolvency Proceeding; or

12.7 Any Guarantor liquidates all or substantially all of its assets.

13. Authorization; No Violation. Each Guarantor is duly authorized to execute, deliver and perform under this Guaranty, which is a valid and binding obligation of Guarantor. No provision or obligation of any Guarantor contained in this Guaranty violates any applicable law, regulation or ordinance, or any order or ruling of any court or governmental agency. No such provision or obligation conflicts with, or constitutes a breach or default under, any agreement to which Guarantor is a party. No consent, approval or authorization of or notice to any person or entity is required in connection with any Guarantor's execution of and obligations under this Guaranty.

14. Additional and Independent Obligations. Guarantor's obligations under this Guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall

remain in full force and effect until it is expressly modified or released in a writing signed by Capital Provider. Guarantor's obligations under this Guaranty are independent of those of Property Owner on the CoPACE Loan and are for the benefit of Capital Provider and not the District (as defined in the Financing Agreement). Capital Provider may bring a separate action or arbitration proceeding against any Guarantor without first proceeding against Property Owner, any other person or any security that Capital Provider may hold, and without pursuing any other remedy, regardless of whether a trustee's sale is held under a deed of trust or regardless of whether a judicial foreclosure sale is held if the deed of trust or mortgage is judicially foreclosed. Capital Provider's rights under this Guaranty shall not be exhausted by any action by Capital Provider until the CoPACE Loan has been paid in full.

15. No Waiver; Consents; Cumulative Remedies. Each waiver by Capital Provider must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from Capital Provider's delay in exercising or failure to exercise any right or remedy against Property Owner, Guarantor or any security. Consent by Capital Provider to any act or omission by Property Owner or any Guarantor shall not be construed as consenting to any other or subsequent act or omission, or as a waiver of the requirement for Capital Provider's consent to be obtained in any future or other instance. All remedies of Capital Provider against Property Owner and Guarantor are cumulative.

16. No Release. Guarantor shall not be released from its obligations under this Guaranty except by a writing signed by Capital Provider, or when all obligations of Property Owner and Guarantor under the Disbursement Agreement are fulfilled and amounts due are paid in full, at which time no written release shall be required.

17. Heirs, Successors and Assigns; Participations. The terms of this Guaranty shall bind and benefit the heirs, personal representatives, successors and assigns of Capital Provider and each Guarantor; provided, however, that no Guarantor may assign this Guaranty, or assign or delegate any of its rights or obligations under this Guaranty, without the prior written consent of Capital Provider in each instance. Capital Provider in its sole discretion may sell or assign participations or other interests in the CoPACE Loan and this Guaranty, in whole or in part, all without notice to or the consent of Guarantor and without affecting Guarantor's obligations under this Guaranty. Also without notice to or the consent of Guarantor, Capital Provider may disclose any and all information in its possession concerning Guarantor or this Guaranty to any actual or prospective purchaser of any securities issued or to be issued by Capital Provider, and to any actual or prospective purchaser or assignee of any participation or other interest in the CoPACE Loan and this Guaranty, subject to confidentiality of such information for use solely in connection with acquiring or holding any interest in the CoPACE Loan.

18. Notices. All notices given under this Guaranty must be in writing and must be given either by personal delivery, overnight receipted courier (such as Federal Express), or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices will be effective upon receipt or when proper delivery is refused. Addresses for notice may be changed by either party by notice to the other party in accordance with this Section 18. Service of any notice on any one Guarantor shall be effective service on Guarantor for all purposes.





**ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE OTHER CoPACE TRANSACTION DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. GUARANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS.**

21. Costs and Expenses. If any lawsuit, reference or arbitration is commenced which arises out of, or which relates to this Guaranty, the CoPACE Transaction Documents or the CoPACE Loan, the prevailing party shall be entitled to recover from each other party such sums as the court (but not the jury) or arbitrator may adjudge to be reasonable attorneys' fees (including allocated costs for services of in-house counsel) in the action or proceeding, in addition to costs and expenses otherwise allowed by law. In all other situations, including any Insolvency Proceeding, Guarantor agrees to pay all of Capital Provider's costs and expenses, including attorneys' fees (including allocated costs for services of Capital Provider's in-house counsel) which may be incurred in any effort to collect or enforce any term of this Guaranty. From the time(s) incurred until paid in full to Capital Provider, all sums shall bear interest at the Default Rate (as defined in the Note).

22. Consideration. Guarantor acknowledges that it expects to benefit from Capital Provider's extension of the CoPACE Loan to Property Owner because of its relationship to Property Owner, and that it is executing this Guaranty in consideration of that anticipated benefit.

23. Integration; Modifications. This Guaranty (a) integrates all the terms and conditions mentioned in or incidental to this Guaranty, (b) supersedes all oral negotiations and prior writings with respect to its subject matter, and (c) is intended by Guarantor and Capital Provider as the final expression of the agreement with respect to the terms and conditions set forth in this Guaranty and as the complete and exclusive statement of the terms agreed to by Guarantor and Capital Provider. No representation, understanding, promise or condition shall be enforceable against any party hereto unless it is contained in this Guaranty. This Guaranty may not be modified except in a writing signed by both Capital Provider and Guarantor. No course of prior dealing, usage of trade, parol or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof.

24. Miscellaneous.

24.1 The death or legal incapacity of any Guarantor shall not terminate the obligations of such Guarantor or any other Guarantor under this Guaranty, including its obligations with regard to future advances under the CoPACE Transaction Documents. The illegality or unenforceability of one or more provisions of this Guaranty shall not affect any other provision. Time is of the essence in the performance of this Guaranty by Guarantor. This Guaranty may be executed in counterparts. The liability of all persons who are obligated under this Guaranty shall be joint and several.

24.2 In connection with this Guaranty, the parties hereto shall comply with all applicable laws, rules and regulations, except to the extent legally waived hereunder.

24.3 The term “*Business Day*” means any day other than a Saturday or Sunday, in which Capital Providers are open for business in Denver, Colorado.

25. Severability. The invalidity or unenforceability of any one or more provisions of this Guaranty shall in no way affect any other provision. If any court of competent jurisdiction determines any provision of this Guaranty to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of this Guaranty.

26. **JURY WAIVER**. EACH *GUARANTOR* HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GUARANTOR ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO A BUSINESS RELATIONSHIP WITH BORROWER, THAT LENDER HAS RELIED ON THE WAIVER IN ENTERING INTO THE OTHER LOAN DOCUMENTS, AND THAT LENDER WILL CONTINUE TO RELY ON THIS WAIVER IN LENDER’S RELATED FUTURE DEALINGS WITH BORROWER AND/OR GUARANTOR. GUARANTOR WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

27. Counsel. Each Guarantor acknowledges that Guarantor has had adequate opportunity to carefully read this Guaranty and to consult with an attorney of each Guarantor’s choice prior to signing it.

28. Financial Information. Each Guarantor shall keep true and correct financial books and records, using generally accepted accounting principles consistently applied, or such other accounting principles as Capital Provider in its reasonable judgment may find acceptable from time to time. Each Guarantor shall provide to Capital Provider the following:

(a) No later than February 15th of each calendar year during the term of the CoPACE Loan, each Guarantor’s annual financial statements for the prior calendar year, including a balance sheet, income statement and a detailed list of any contingent liabilities as of the end of such calendar year.

(b) Within thirty (30) days after the filing thereof (but no later than April 30 of each calendar year), signed copies of each Guarantor’s federal income tax returns, including all extensions and supporting schedules (including K-1s) and an itemization of depreciation and amortization expenses.

(c) Promptly upon the request of Capital Provider, such other information as Capital Provider may reasonably request concerning the affairs and properties of each Guarantor.

This Guaranty is executed as of the date first set forth above.

GUARANTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[NAME], individually

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[NAME], individually