

LIMITED GUARANTY

The undersigned, Justin Fern whose address is 134 N 1st St., Rockford, Illinois 61107 (hereinafter referred to as "Guarantor"), acknowledge the following:

A. Reference is made to a certain loan to be made by the **City of Rockford, an Illinois municipal corporation** whose address is 425 East State Street, Rockford, Illinois 61104 (hereinafter referred to as "Lender") in the principal amount of Four Million Dollars (\$4,000,000) (hereinafter referred to as the "Loan") to Rockford News Tower LLC (hereinafter referred to as "Borrower"). Such Loan to Borrower is evidenced by a Promissory Note dated of even date, executed by Borrower and payable to the order of Lender in the principal sum of Four Million Dollars (\$4,000,000) (hereinafter referred to as the "Note"). Such Note is secured by security instruments defined in the Loan Agreement executed by the Borrower (all of which are collectively referred to as the "Loan Documents").

B. The undersigned has received copies of the Note, and the other Loan Documents and know the contents thereof and consent to and approve of all of the terms thereof for purposes of this Guaranty and their liability hereunder.

NOW, THEREFORE, in consideration of, and as an inducement to Lender to enter into the above described loan transaction, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. The undersigned unconditionally guarantees to the holder of the Note, or of any interest therein (i) the full and prompt payment of the principal of the Note, when and as the same become due from time to time and at all times thereafter, whether by lapse of time, acceleration, or otherwise, and the prompt payment of any and all liabilities, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, which may now be or may hereafter become due and owing under the terms of the Note or any of the other Loan Documents, (ii) the full and prompt performance of all of the other terms, covenants and conditions of the other Loan Documents therein to be performed; and (iii) the full and prompt payment of all expenses, costs and fees, including attorneys' fees and court costs, which may be incurred by the Lender in enforcing any of the terms or provisions of this Guaranty (all of which guaranteed obligations are hereinafter collectively referred to as the "Liabilities"). Notwithstanding anything herein to the contrary, Guarantor's obligation hereunder is limited to the principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000) of the initial Two Million Six Hundred Thousand Dollars (\$2,600,000) disbursed by the City to or on behalf of Developer under the Development Agreement. Once the first \$1,300,000 of the Forgivable Loan has been forgiven by the City and/or repaid by the TIF Advance Repayment (as defined in the Note), City shall release Guarantor from any further obligation hereunder.

2. The undersigned agrees that if any event of default shall occur under the Note or any of the other Loan Documents and such default shall not be cured within any grace period applicable thereto, the undersigned will pay to the Lender forthwith the full amount which would be payable hereunder by Borrower if all Liabilities were then due and payable.

3. This Guaranty shall in all respects be a continuing absolute and unconditional guaranty of payment and not of collection, and shall remain in full force and effect until all indebtedness and other obligations of any kind arising under the Note and the other Loan Documents shall have been paid and satisfied in full to the Lender and the Mortgage, if any, shall have been released of record in its entirety, except to the extent limited in paragraph 1, above.

4. The undersigned further agrees that if at any time all or any part of any payment theretofore applied by the Lender to any of the Liabilities is or must be rescinded or returned by the Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Borrower), such Liabilities shall, for the purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Lender, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Lender had not been made.

6. The undersigned further agrees that his liability as Guarantor shall in no way be impaired, affected, diminished or released by any renewals or extensions which may be made from time to time, with or without their knowledge and consent, of the time of payment of any portion of the principal of or interest on the Note, or by any forbearance or delay in enforcing the payment thereof, or in enforcing the lien of any of the Loan Documents, or by any failure or neglect or refusal to enforce any of the Loan Documents or to realize upon any other security which may have been given or may hereafter be given for the indebtedness evidenced by the Note, or by any waiver by the Lender or failure to exercise, any right or remedy under the Note or any of the other Loan Documents, or by reason of any change or modification of any of such instruments or agreements, or by the acceptance by the Lender of additional security or any increase, substitution or changes in any security, or by the release by the Lender of any security or any withdrawal thereof or decrease therein, or by any other act or failure to act by the Lender, it being the intent hereof that the undersigned shall remain liable as principal until all of the Liabilities have been paid in full and the other terms, covenants and conditions of the Loan Documents and this Guaranty have been performed, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety, and in any action which shall accrue to the holder thereof, at its election, may proceed against the undersigned, with or without: (a) joining the maker of the Note in any such action; (b) commencing any action against or obtaining any judgment against such maker; or (c) commencing any proceeding to foreclose any Security Agreement or obtaining any judgement or decree or foreclosure sale therein. Nevertheless, in the event of the foreclosure of any Security Agreement and of the deficiency, the undersigned hereby further promises and agrees forthwith to pay the amount of such deficiency.

7. Any amounts received by the Lender from whatsoever source on account of the Liabilities may be applied by the Lender toward the payment of such of the Liabilities, and in such order of application, as the Lender may from time to time elect; and notwithstanding any payments made by or for the account of the undersigned pursuant to this Guaranty, the undersigned shall not be subrogated to any rights of the Lender until such time as this Guaranty shall have been discontinued as to all of the undersigned and the Lender shall have received payment of the full amount of all Liabilities and of all obligations of the undersigned hereunder.

8. The undersigned hereby expressly waives: (a) notice of the acceptance by the Lender of this Guaranty; (b) notice of the existence or creation or nonpayment of all or any of the Liabilities; (c) presentment for payment, demand for payment, notice of nonpayment or dishonor, notice of protest, and all other notices whatsoever; (d) all diligence in collection or protection of or realization upon the Liabilities or any obligation of any other party under the Loan Documents or any security for or guaranty of any of the foregoing; and (e) any and all other formalities which otherwise might be legally required to charge the undersigned with liability.

9. Without limiting the generality of any of the preceding provisions of this Guaranty, the creation or existence from time to time of indebtedness owed by Borrower to Lender in excess of the advances and disbursements to be made under the Loan Agreement which is authorized or consented to by the undersigned shall in no way affect or impair the obligations of the undersigned under this Guaranty, and any such additional indebtedness shall be covered by this Guaranty.

10. The Lender may, at any time or from time to time, without notice to, or the knowledge or consent of, the undersigned, assign or transfer any or all of the Liabilities or any interest therein; and notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Liabilities shall be and remain Liabilities for the purposes of this Guaranty, and each and every immediate and successive assignee or transferee of any of the Liabilities or any interest therein shall, to the extent of the interest of such assignee or transferee in the Liabilities, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were the Lender; provided, however, that, unless the Lender shall otherwise consent in writing, the Lender shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Guaranty for the benefit of the Lender, as to those of the Liabilities which the Lender has not assigned or transferred.

11. The undersigned hereby agree that any and all present or future liabilities, obligations or indebtedness of Borrower to the undersigned, howsoever created or evidenced, whether direct or indirect, whether absolute or contingent, whether heretofore or hereafter contracted, created or arising, and whether or not presently contemplated, and any and all security therefor (hereinafter referred to as the "Subordinated Obligations") are hereby subordinated to the lien of the Loan Documents and to all advances heretofore and hereafter made to Borrower by the Lender, whether such advances are obligatory or not, and regardless of whether the aforesaid shall exceed the principal amount of the Note, and to any and all liabilities, obligations or indebtedness of Borrower to the Lender, howsoever created or evidenced, whether direct or indirect, whether absolute or contingent, whether heretofore or hereafter contracted, created or arising, and whether or not presently contemplated, and any and all security therefor (hereinafter referred to as the "Senior Debt"). If Borrower is in default of the Liabilities, the undersigned agrees that he shall not, without the prior written consent of the Lender, demand, accept or receive from Borrower any payment on account of the Subordinated Obligations until the Senior Debt has been paid in full. Furthermore, in the event of any distribution, division, payment or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower, occurring by reason of the liquidation, dissolution, or other winding up of Borrower, resulting from any execution sale, receivership, insolvency or bankruptcy proceedings, or assignment for the benefit of creditors, or proceedings for reorganization, or readjustment of Borrower, the entire Senior Debt shall first be paid in full before any payment distribution or division is made to the undersigned, and any payment, distribution or division of any kind, in cash, properties, or securities which might otherwise be payable or deliverable on or in respect of the Subordinated Obligations by reason of any such liquidation, dissolution, or winding up of Borrower, except those payments, distributions and divisions consented to by the Lender, shall be paid or delivered directly to the Lender for application in payment of the Senior Debt until the same has been paid in full.

12. No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Guaranty be binding upon the Lender except as expressly set forth in a writing duly signed and delivered on behalf of the Lender. No action of the Lender permitted hereunder shall in any way affect or impair the rights of the Lender or the obligations of the undersigned under this Guaranty. For the purposes of this Guaranty, Liabilities shall include all obligations of the Borrower to the Lender, notwithstanding any right or power of the Borrower or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the undersigned hereunder.

13. This Guaranty shall be binding upon the undersigned, and his respective successors and assigns.

14. This Guaranty shall be construed in accordance with and governed by the internal laws of the State of Illinois, without reference to the choice of law rules of the State of Illinois. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SIGNED AND DELIVERED as of this ____ day of _____, 2026.

GUARANTOR:

Justin Fern

Address:
134 N 1 st St.
Rockford, IL 61107