

GUARANTY OF PERFORMANCE AND PAYMENT

In consideration of, and as an inducement to enter into the Highway Authority Agreement as set forth in the Environmental Indemnity Agreement dated 23 September 2022 (hereinafter called the "Indemnity Agreement"), by the City of Aurora, Illinois, the municipality therein named (hereinafter called the "City") to Paul and Bill's Service Center, Inc. the Indemnitor therein named (hereinafter called the "Indemnitor"), the undersigned, (hereinafter called the "Guarantor"), hereby unconditionally, absolutely, and irrevocably guarantees as to the City, its successors and assigns, the full and prompt payment of all the sums and charges payable by the Indemnitor, its successors and assigns, under the Indemnity Agreement, and full performance and observance of all covenants, terms, obligations, conditions and agreements therein provided to be performed and observed by Indemnitor, its successors and assigns; and the Guarantor hereby covenants and agrees to act with City, its successors and assigns, that if default shall at any time be made by the Indemnitor, its successors and assigns, in the payment of any sums due and owing to the City, payable by the Indemnitor under said Indemnity Agreement, or in the performance of any of the terms, covenants, obligations, provisions, agreements or conditions contained in said Indemnity Agreement, the Guarantor will forthwith pay such sums to the City, its successors and assigns, and any arrearage thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, obligations, conditions, agreements and provisions and will forthwith pay to the City all damages that may arise in consequence of any default by the Indemnitor, its successors and assigns, under the Indemnity Agreement including, without

limitation, all reasonable attorney's fees incurred by the City or caused by any such default and by the enforcement of this Guaranty.

This Guaranty is an absolute, continuing and unconditional Guaranty of payment and of performance of suretyship. It shall be enforceable against the Guarantor, his respective representatives, successors and assigns and heirs, without the necessity for any suit or proceedings on the City's part of any kind of nature whatsoever against the Indemnitor, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance on any notice of acceptance of this Guaranty or any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by the City against the Indemnitor, or the Indemnitor's successors and assigns, of any of the rights and remedies reserved to the City pursuant to the provisions of the Indemnity Agreement.

The Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Indemnity Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, obligations, agreements or provisions of the Indemnity Agreement, or by reason of any extension of time that may be granted by the City to the Indemnitor, its successors and assigns, or by reason of any dealings or transactions or matter or things occurring between the City and the Indemnitor, its successors and assigns whether or not notice thereof is given to the Guarantor. This Guaranty cannot be

assigned, transferred, modified, changed, altered or terminated in any manner whatsoever without the express written consent of the City.

The Guarantor agrees that this Guaranty Agreement shall not be discharged, limited, impaired or affected by (1) either the existence or non-existence of Paul and Bill's Service Center, Inc. as a legal entity; (2) the power or authority of the Indemnitor to enter into the Indemnity Agreement; or (3) the operations of any present or future provision of the United States Bankruptcy Code or similar statute, or from the decision of any court, including without limitation, any proceedings with respect to the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, the marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, imposition or readjustment of, or similar proceedings affecting Indemnitor or the Guarantor hereunder or any of their assets, it being expressly understood and agreed that no such proceeding shall affect, modify, limit or discharge the liability or obligation of the Guarantor hereunder in any manner whatsoever, and that said Guarantor shall continue to remain absolutely liable under this Guaranty to the same extent, and in the same manner as if such proceedings had not been instituted.

The Guarantor agrees that no provision of the Guaranty or right of the City can be waived, nor can the Guarantor be released from any obligation hereunder, except by a written document executed by the City.

Dated: 09/23, 2022

SUBSCRIBED and SWORN TO



Paul & Bills Service Center Inc.

Signature

William Rudigier 09/23/22

William Rudigier

President

before me this 23rd day of
September, 2022

Paula Marie Karmia
Notary Public
State of Illinois
County of DuPage

William Rudigier

