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Cook County Recorder

This Document Prepared By:

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[ABOVE SPACE FOR RECORDING OFFICE USE]

STATE OF ILLINOIS

COUNTY OF COOK

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), is made and entered into this 20th day of Movember, 2001, by and between WINDSOR OUTDOOR INC., an as of . Illinois corporation ("Assignor"), having an address of 9950 West Lawrence Avenue, Schiller Park, Illinois 60176, and VIACOM OUTDOOR INC., a Delaware corporation ("Assignee"), having an address of 2502 North Black Canyon Highway, Phoenix, Arizona 35009.

WITNESSETH:

WHEREAS, Assignor entered into that certain Amended and Restated Lease and Easement Agreement, dated as of May 5, 1999 (the "Lease"), with Barbara Pacella, L.L.C., as landlord ("Landlord"), pertaining to certain premises, more particularly described in the Lease ("Leased Premises"), which Leased Premises is located at 2520 West 35th Street, Chicago, Cook County, Illinois, on a parcel of land legally described in Exhibit A attached hereto (the "Land"); and

WHEREAS, said Lease is evidenced of record by that certain Memorandum of Lease and Easement Agreement, dated as of March 5, 2001, by and between Landlord and Assignor, recorded with the Office of the Cook County Recorder of Deeds on May 4, 2001, as Document Number 0010372358; and

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WHEREAS Assignor desires to assign the Lease to Assignee and Assignee desires to have the Lease assigned by Assignor to Assignee, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are by reference made an integral part of this Assignment.
- 2. <u>Assignment</u>. Assignor does hereby assign to Assignee the Lease, together with all rights, privileges, and casements thereunder or associated therewith, and all of Assignor's right, title and interest in and to me Leased Premises.
- 3. <u>Assumption</u>. Assignee hereby accepts the assignment and hereby agrees to comply with and be bound by all the terms and conditions of the Lease and to assume and promptly perform all covenants, agreements, duties, responsibilities and obligations of Assignor pursuant to the Lease (but only to the extent that Assignor is obligated under the Lease) accruing after the date hereof.
- 4. <u>Indemnification</u>. Assignor he ebv agrees to indemnify and hold Assignee harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit or other liability ("Damages") asserted against Assignee arising out ci, or based upon (a) a failure by Assignor to timely pay any rental or perform any covenant, agreement, duty, responsibility or obligation of Assignor, as tenant, under the Lease which accrues on or before the date hereof, or (b) any act or omission of Assignor, its employees, agents, contractors, licenses, and invitees, in connection with the Leased Premises or the Land accruing prior to the date hereof

Assignee hereby agrees to indemnify and hold Assignor harmles. from or against any loss, cost, expense, damage, claim, action, cause of action, suit or other liability ascerted against Assignor arising out of, or based upon (a) a failure by, Assignee to timely pay any reltal or perform any covenant, agreement, duty, responsibility, or obligation of Assignee, as tenant, to der the Lease which accrues after the date hereof, or (b) any act or omission of Assignee, its empicyses, agents licensees, invitees, successors or assigns, in connection with the Leased premises of the Land accruing after the date hereof.

5. <u>Notices</u>. Assignor hereby agrees that it shall promptly deliver to Assignee copies of any notices, demands or other written communications which it receives in connection with the Lease.

All notices hereunder shall be given by personal delivery or reputable overnight courier service or certified mail, return receipt requested, postage prepaid, addressed as follows:

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As to Assignee:

3745 Atlanta Industrial Boulevard

6. Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by, and construed in accordance with, the laws of Illinois, without reference to law pertaining to conflicts of law.

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signee and their respective
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Inflicts of law.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

WINDSOR OUTDOOR INC., an Illinois corporation

By: Mary Son Medichill Skalkos

Print Name: Mary Lou Mat vihill Skalkos

Title: Provident

STATE OF ILLENO'S)
COUNTY OF (OOK)

GIVEN under my hand and notarial seal, this

, 2001.

My Commission Expires:

Notary Public

"OFFICIAL SEAL"
Jodie M. Massaro
Notary Public, State of Illinois
My Commission Expires May 12, 2002

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ASSIGNEE:

VIACOM OUTDOOR INC., a Delaware corporation By: Print Name Title: STATE OF 1 nul b. U., a Notary Public in and for said County in the State aforesaid. and of VIACOM OUTDOOR INC., a Delaware corporation, whose nar ie is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer aforesaid, he/she signed and delivered the said instrument of writing as such officer of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors or other corporate authorities of said corporation as the free and voluntary act and deed of said corporation, for the uses and purposes therein set for h. GIVEN under my hand and notarial seal, this 20 day of November, 2001. My Commission Expires: Notary Public

> AMY G. BERLIN NOTARY PUBLIC, Strie of New York No. 02BE5066965 Qualified in New York Commission Expires Oct. 7, 2002

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EXHIBIT A

Parcel 1:

Lots 2, 3, 4, 5 and part of Lot 1 in Campbell Soup Company's (Central Division) Subdivision, being a subdivision of part of the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, recorded May 23, 1930 as document number 10667452; also part of the Northeast 1/4 of Section 36, Township and Range aforesaid, taken as a tract, in Cook County, Illinois, described as follows:

Beginning at the intersection of the north line of West 35th Street in the City of Chicago, Cook County, Illinois, 33 feet rorth of the south line of said Northeast 1/4 of Section 36, with the west line of South Campbell Avenue in said city, as dedicated September 1, 1904 (now vacated), produced north; thence west or an assigned azimuth of 270 degrees 00 minutes 00 seconds along the north line of said 35th Street, 525.77 feet; thence on an azimuth of 00 degrees, 01 minutes 00 seconds, 439.60 feet to a point on the casterly extension of the centerline of a 24" concrete foundation wall; thence continuing on an azimuth of 00 degrees 01 minutes 00 seconds, 386.74 feet; thence on an azimuth of 23 degrees 21 minutes 52 seconds, 83.73 feet; thence on an azimuth of 67 degrees 28 minutes 17 seconds, 33.74 feet; thence on an azimuth of 339 degrees 14 minutes 27 seconds, 46.06 feet; thence on an azimuth of 68 degrees 15 minutes 58 seconds, 43.44 feet; thence northeasterly along a tangential curve concave to the northwest, radius 295.11 feet, central angle 18 degrees 28 minutes 35 seconds, 95:17 feet; thence on an azimuth of 49 degrees 47 minutes 23 seconds, 33.91 feet; thence an azirouth of 36 degrees 15 minutes 07 seconds, 275.76 feet to the southerly line of the Canal Reserve of the Illinois and Michigan Canal, being also the right-of-way line for expressway according to Document No. 19024366 recorded January 17, 1964; thence on an azimuth of 68 degrees 27 minutes 00 seconds along said right-of-way line 152.77 feet; thence on an azimuth of 182 degrees 59 minutes 01 seconds, 7.68 feet; thence southerly along a tangential curve concave to the west, radius 204.63 feet, central angle 07 degrees 34 minutes 06 seconds, a distance of 27.03 feet; thence on an azimuth of 214 degrees 41 minutes 06 seconds, 17.55 feet to the aforementioned west line of Nouth Campbell Avenue produced north; thence on an azimuth of 180 degrees 18 minutes 00 seconds along said west line, 164.69 feet to the northwest corner of Lot 4 aforesaid; thence on an azimuth of 90 degrees 18 minutes 00 seconds along the north line of Lot 4, a distance of 30.00 feet to the northeast corner thereof; thence on an azimuth of 180 degrees 18 minutes 00 seconds along the east line of Lots 4, 5 and 3 a distance of 1129.84 feet to the north line of West 35th Street; thence on an azimuth of 270 degrees 00 minutes 00 seconds 30.00 feet to the point of beginning, in Cook County, Illinois

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Parcel 2:

Easements for ingress for the benefit of Parcel 1 as created by Declaration of Easement for Ingress, Egress and Access dated April 13, 1993 and recorded April 15, 1993 as Document Number 93280729, made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 27, 1989 and known as Trust Number 108-954-07, and NWS, Inc.

P.I.N.:

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16-36-201-020

16-36-201-033

16-36-201-036

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