

# UNOFFICIAL COPY

Prepared By and Mail To:

Rock Fusco, LLC  
Attn: James B. Novy  
321 North Clark Street, Suite 2200  
Chicago, Illinois 60654



0927545125

Doc#: 0927545125 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 10/02/2009 04:17 PM Pg: 1 of 3

ASSIGNMENT OF LEASE OF WEST WALL SIGN LOCATED AT 1135 WEST CHICAGO  
AVENUE, CHICAGO, ILLINOIS 60642

BETWEEN PALLCO ENTERPRISES, INC., D/B/A ORION OUTDOOR MEDIA AND  
IMAGE MEDIA ADVERTISING, INC. ON JULY 27, 2009

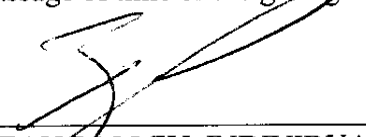
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## ASSIGNMENT OF LEASE

For value received, Pallco Enterprises, Inc., d/b/a Orion Outdoor Media, having its principal place of business in Shingle Springs, California ("Assignor"), hereby assigns set over and transfers to Image Media Advertising, Inc., having its principal place of business in Hinsdale, Illinois ("Assignee"), all of Assignor's right, title and interest in and to the Lease listed on Exhibit A attached hereto (the "Lease").

Assignor represents and warrants to Assignee that Assignor is the owner of the Lease free and clear of all liens, claims, mortgages and security interests, and that Assignor (subject only to the consent set forth below) has full power and authority to assign such Lease. To the best of Assignor's knowledge, there are no defaults under the Lease, and no events have occurred that, but for the passage of time or the giving of notice (or both) would constitute a default under the Lease.

  
\_\_\_\_\_  
BEAU PALLEY, INDIVIDUALLY  
AND AS PRESIDENT OF PALLCO  
ENTERPRISES, INC., D/B/A  
ORION OUTDOOR MEDIA

Dated: 7/22/09

SUBSCRIBED AND SWORN BEFORE ON THIS 22nd DAY OF July, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC



# UNOFFICIAL COPY



**OUTDOOR ADVERTISING  
BRICKWALL LEASE SPACE**

3036 S. Wentworth  
Chicago, Illinois 60616  
Phone (312) 328-9510  
Fax (312) 328-0432

AGREEMENT made this 18th. day of April 20 01 by and between  
Vitantonio Maccio as Lessor and

TRAVISIGN OUTDOOR ADVERTISING, as Lessee, WITNESSETH:

The Lessor does hereby grant a Lease to the Lessee to use the entire West side wall of the building known as  
1135-1137 W. Chicago Ave.

in Chicago for the term of Five (5) years, beginning on the 1st.  
day of May 20 01 and ending on the Last day of April 20 06

at the yearly rental of Fifty percent of the collected rent from a client of TRAVISIGN. Dollars.

TRAVISIGN Agrees to pay a \$5,000.00 Non refundable deposit  
to be deducted from first year of client's rent.

50% payable in equal annual installments at the office of the Lessee with Lessee having the right to extend this Lease  
from year to year upon the same terms and conditions, the total of such 1-year extensions not to exceed ten; such single year extensions shall be deemed to be exercised by the  
Lessee automatically each year without notice by Lessor. Lessee does not desire to extend or desires to exercise all remaining extensions cumulatively; Lessee shall so notify  
Lessor in writing either personally, or by mail at the address shown below, or such other address as the Lessor may hereafter specify in writing, any time during the last 60 days of the  
that current Lease year. Upon expiration of the last of such single year extensions exercisable by Lessee, this Lease shall continue in force from year to year thereafter so long as  
Lessee shall continue in possession of said premises and pay rent thereunder.

It is understood that the Lessee may paint on said wall, cover, close or seal windows with any material required or permitted by any authorities and affix to said wall with through bolts  
or other device, in order to install, maintain or illuminate its painted, poster or electric advertising signs of all kinds, including structures and equipment therefor. Said signs, structures  
and equipment placed upon said premises by the Lessee shall always remain the property of and may be removed by the Lessee at any time prior to or within a reasonable time after  
the expiration of the term hereof or any extension thereof.

The Lessor covenants not to permit any other part of the above wall or the premises to be used for advertising purposes or to permit any other person, firm or corporation to install or to  
maintain advertising signs or other advertising matter on any other part of said building, without the Lessee's written consent, or to permit Lessee's signs or structures to be obstructed.

Lessor agrees that no obstruction of Lessee's displays will be permitted and that Lessee may, at its option, terminate and remove any such obstruction, seek such  
equitable remedies, including injunction, as well as monetary damages as may be sufficient, and Lessor agrees that all defenses that Lessor may have to such actions (except as to  
amount of money damages) are hereby waived.

In the event of Lessee's sole determination, (a) the signs or structures of the Lessee on the demised premises shall be or become entirely or partially obscured or destroyed, or (b) the  
said wall shall be or become unsafe for use, or (c) the value of the said location for advertising purposes shall be or become diminished, or (d) there be a temporary or permanent  
diversion of traffic from the street or streets adjacent to, or leading to or past, the said premises, or (e) there be an obstruction in the direction of traffic on such street or streets, or (f) if the adjacent  
property owners or persons in charge shall object to swinging of scaffolds or installation or maintenance of signs, structures or equipment therefor over the adjacent property, or (g) if the  
Lessee is unable to obtain from the authorities having jurisdiction in the premises any necessary permit for the erection, construction or maintenance of such sign or signs (of special or standard  
size, design and construction) as the Lessee may desire to construct and maintain, then the Lessee shall terminate at the option of Lessee, on 15 days notice in writing to the Lessor, by registered mail  
addressed to him at the place of address shown below, or such other address as the Lessor may hereafter specify in writing; and the Lessor agrees thereupon to return to the Lessee  
any rent paid in advance for the unexpired term, provided, however, that if the conditions described in (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z),  
exist, then the Lessee shall at its option, in lieu of such termination of this lease, be entitled to an abatement of the rent payable hereunder, for and during the period of the existence of  
such conditions, or any of them, and to the return of any rent paid in advance for the period of such abatement.

In the event the Lessee is unable, for any period during the term of this lease or any extensions or renewal thereof, to post, paint, illuminate, maintain or service any advertising  
display now or hereafter placed on said premises, because of Lessee's inability to obtain or use electrical current, or to obtain material or labor necessary for such posting, painting,  
illuminating, maintenance or service, or is unable to maintain its trucks for the transportation of labor or materials to said premises, or the advertiser for whom the Lessee shall maintain  
or agree to maintain any such display shall be prevented by reason of any law, ordinance or governmental order from commencing or conducting any such advertising display, or is  
thereby unable to obtain material or labor necessary to the manufacture, sale, processing, or delivery of its products, and as a result thereof, ceases or abandons its contract with the  
Lessor for such advertising, then the Lessee agrees to accept in full payment of the rental which shall accrue during said period an amount equal to one month's part of said accrued  
rental. Said reduction in rental shall become effective from the date the Lessee shall give written notice thereof to the Lessor, and the giving of such notice shall be sufficient if delivered  
personally to the Lessor or if mailed, addressed to him at the place of address shown in this Lease.

The Lessor represents and warrants that he is the Owner or Agent of the building above  
described and has authority to make this Lease and hereby guarantees to the Lessee free access to and use of said building and premises for the installation, maintenance and  
illumination of its signs, including the swinging of scaffolds and the installation and maintenance of electric meters, switches, electric wires and other necessary equipment. Lessee  
shall not be liable for any injury or damage to any person or to any property at any time because of the erection, maintenance, servicing or removal of its advertising displays on said  
premises or building from any cause whatsoever which may arise from the use or condition of said premises or building by others and Lessor agrees to indemnify and hold the Lessee  
harmless from any claims or demands so arising.

In the event of condemnation of the demised premises or any part thereof by proper authorities, or relocation of the highway, the Lessor grants to the Lessee the right to relocate its  
display(s) on Lessor's remaining property adjoining the condemned property or the relocated highway.

It is expressly understood that neither the Lessor nor the Lessee is bound by any stipulation, representations or agreements, not printed or written, in this Lease agreement. This  
Lease shall inure to the benefit of and be binding upon personal representatives, heirs, successors and assigns of the parties hereto.

If TRAVISIGN has not obtained a client as of one year from the commencement  
date of this lease then this lease will be null and void.

TRAVISIGN OUTDOOR ADVERTISING  
Lessee

Lessor Vitantonio Maccio (L.S.)

BY [Signature]  
Lease Manager

Address 3627-79 161 W. Chicago Ave