124 519<u>84</u>, by and between AGREEMENT of lease made this R.L.D. Automotive as Landlord and OUTDOOR MEDIA INC., as Tenant:

1. Landlord hereby leases to Tenant	, the property	shown in the	diagram (and description	on the	attached	Exhibi	t "A" at	the a	iddress	0
11 F. 79 th Street		, in the Ci	ty ofCl	nicago		, County	y of	Cook.			

1-94 for a period of fifteen (15) years at a rental of \$ See Exhibit B on Landlord's property located adjacent to Highway. per year payable monthly beginning on the date the sign structure(s) is (are) erected, and the first advertisement is placed thereon. Prior to construction, and for the entire period before the first advertisement is displayed on each face by Tenant, the rental shall be \$15.00 per face. If Tenant is prevented by law, or government or military order, or other causes beyond Tenant's control from illuminating its signs, the rental provided herein shall

be reduced by one-half (1/2) with such reduced rental to remain in effect so long as such condition continues to exist.

2. It is understood the permission is granted to the Tenant to erect, illuminate, paint and maintain a sign structure on said property as described in Exhibit "A" for advertising purposes. Any structures, fixtures, equipment or materials or other apparatus installed by the Tenant shall remain the property of the Tenant at all times. The Tenant shall have the right to remove, replace and/or alter said sign graphics, structure size and/or shape, and improvements at any time during the term of this Lease. Upon the termination of the lease relationship between Landlord and Tenant, Tenant shall have the right to and shall remove, within a reasonable time, all structures erected by Tenant at the sole expense of Tenant. Tenant further agrees that during the term of this lease relationship, and upon the removal of the structures referred to hereunder, that Tenant shall repair any and all damage to the property/roof caused by the construction, maintenance, or removal of the structure(s). Landlord agrees to give Tenant written notice of any damage to property/roof within thirty (30) days.

3. Landlord shall not cause nor permit any advertising sign structure other than Tenant's to be erected or placed on the above described site(s) or within six hundred (600) feet thereof on any real estate owned or controlled by Landlord, nor cause nor permit Tenant's sign structure(s) to be or

become obscured from the highway.

4. Tenant shall have the right of ingress and egress to and from the site(s); the right to provide or establish electrical power to the site(s) and place incidental equipment the eon; the right to sublet the site(s) or sign structure(s) or to assign this Agreement; and the right to re structure(s) to lawful sit. (s) satisfactory to Tenant on Landlord's property if the m aintonanc el sign structure(s) on the cite(s) described herein is forbidden by federal; state or local statute, ordinance regulation

5. Landlord warrants that he/ii is the owner of the site(s) and that he/it has full authority to enter into this Agreement. Landlord warrants that if Tenant shall pay the rent provided for tierein, Tenant shall and may peaceably and quietly have, hold and enjoy the use of the site(s) for the term of this

6. (a) It is the understanding of the parties that visibility of the sign structure(s) to the traveling public is of the essence of this Agreement and forms a significant element of consideration. It at any time in the opinion of the Tenant said sign is entirely or partially obscured, or if Tenant is prevented by adjacent property owner, or person in chargo, or authority having jurisdiction, from maintaining, or using sign hereby leased, or in the event of a National Emergency, or if there is any legislation p. or libiting any particular classification of outdoor advertising signs (billboards) or if the Tenant is prevented occupancy of the subject property for construction, maintenance and/or display of outdoor advertising due to any statute, ordinance, regulation or

advertising value of the sign or location, then Tenant me, terminate this lease at its sole option at any time by providing Landlord with thirty (30) days Notice of Termination.

(b) In addition to Tenant's right to terminate as stated immediately above, in the event that legal authority, such as sign and/or zoning ordinances (or other legal authority) may prevent, or be interpreted to prive it, construction, maintenance or display of outdoor advertising at the subject location. Tenant shall have authority under this Lease to take all measures it deems necessary and proper to obtain legal approval or authority from appropriate governmental bodies regulating sign construction, maintenance and display in the jurisdiction of the subject property. Tenant may continue to pursue its remedies, both administrative and judicial, including litigation and appeals if necessary, until legal authority to construct, maintain and display outdoor advertising at the subject location is finally approved or finally us ried, or until Tenant, at its sole option, abandons its efforts to obtain legal authority for construction, maintenance and display of its sign. Tenan agrees to bear all the costs, fees and expenses incurred in furtherance of its administrative and judicial remedies.

(c) If Tenant finds, after entering into this Lease, that construction of it's sign is impractical or uneconomical due to engineering, architectural or construction circumstances of the particular location of the subject property or that construction of its sign will require structural improvements to Landlord's property as described in Exhibit "A", or any other improvements to arron, or that construction will be hampered or made unsafe due to conditions caused by nearby properties or land uses, including, but not limited to, utili, y oles, visible obstructions, wire or conveyances, then Tenant, at ils sole option, may terminate this Lease by providing Notice of Termination to Land or within sixty (60) days of discovery by Tenant of the offensive

condition or circumstances.

7. In the event that the portion of the said roof/property occupied by the Tenant's displays is to be improved by permanent construction or remodelling as evidenced by an applicable building permit, requiring removal of Tenant's displays, the Landford may terminate this Lease upon giving Tenant's ninety (90) days written notice of termination, together with a copy of the building permit, and the Tenant agrees to remove its displays within the ninety (90) day period. If the Landlord does not commence the construction or remodelling within one introduction of the Landlord does not commence the construction or remodelling within one introduction of the Landlord does not commence the construction or remodelling within one introduction of the Landlord does not commence the construction or remodelling within one introduction of the Landlord does not commence the construction or remodelling within one introduction of the Landlord does not commence the construction or remodelling within one introduction of the Landlord does not commence the construction or remodelling within one introduction or remodelling within or remodelling with Tenant for its reasonable expenses in the removal and replacement of the Tenant's displays on the Lanr ford's property. If any portion of the property is not used in the construction, the Tenant has the option to occupy the remaining usable portion under the same terms and conditions herein.

8. Tenant shall hold the Landlord harmless and indemnity the Landlord from any and all liability resulting (m) personal injury or property damage by reason of the negligent acts of Tenant's agents or employees in the construction, maintenance, repair and or removal of Tenant's signs and apparatus on the property, or by reason of any advertising copy displayed. Tenant agrees that it shall maintain comprehe is we general liability insurance in the sum of Five Million Dollars (\$5,000,000.00), and Workmen's Compensation and employer's liability insurance at the first statutory limits. Proof of said insurance is available from Tenant on request. Landlord agrees to save Tenant harmless from claims or demands on euch ant of bodily injury or physical property damage caused by or resulting from the negligent or willful acts of Landlord or its agents.

9. At the termination of this Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement and the right of first refusal to the right of th the same terms and conditions offered by or to the Landlord, by or to any other entity for the purpose of leasing said propriety for outdoor billboard

10. This Lease shall not obligate Tenant in any way until it is accepted and signed by an executive officer of Tenant. It is understood that this Agreement contains the entire agreement and understanding between the parties and supersedes all prior representations, understandings and agreements relating to the site(s). This Agreement may not be modified except in writing signed by Landlord and an executive officer of Tenant. This Agreement shall be binding upon the heirs, executors, personal representatives, successors and assigns for the parties herein.

11. All notices required herein shall mean written notice, Certified Mail, Return Receipt Requested, to either Landlord or Tenant at their respective

address listed below, until notified by either party of a change of address.

12. In the event Tenant fails to perform under the terms of this Agreement, Landlord shall provide written notice to Tenant of such failure and Tenant may cure such failure within ninety (90) days from the date of such written notice.

> OUTDOOR Media 300 N. State St. #5706 Chicago, Illinois 60610

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OUTDOOR MEDIA INC.	LANDLORD R.L.D. Automotive Quick Service,
900 North State Street Suite 5706	by Rufus L. Dukes & President & Individu
Chicago, Illinois 60610	NAME) P
CCEPTED BY:	July Halls
Marcia Gaylor	MATE .
President	11 F. 19 th Street
EXECUTIVE OFFICER	Chicago, Illinois
DATE 2-14-85	
his instrument was prepared by:	PHONE (312) 487-7600
and the second of the second o	DATE January 8, 101985 Chille the Joseph Committee Commi
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RIDER TO BE ATTACHED TO AGREEMENT OF LEASE DATED THE 15TH DAY OF NOVEMBER, 1984, BETWEEN R.L.D. AUTOMOTIVE QUICK SERVICE, INC. AS LANDLORD AND OUTDOOR ADVERTISING MEDIA, INC. AS TENANT

- 1. The TENANT shall not assign, sublet, mortgage or encumber this Lease, nor permit the property occupied by it under the terms of this Lease or any part thereof to be used by others without the prior written consent of the LANDLORD in each and every instance. The LANDLORD expressly grants the TENANT the right to assign any and all right, title or interest TENANT has in this Lease to WHITECO METROCOM, INC., or any other outdoor advertising company of similar financial means, without further approval by LANDLORD.
- 2. TENANT acknowledges that it has certain notice of advertising which presently appears on the lower panel of the east wall of the building located at 11 East 79th Street, Chicago, Illinois, and TENANT represents that such advertising does not constitute a violation of this Agreement.
- 3. The TENANT agrees to indemnify and hold harmless the LANDLORD from any claim of damages or injuries to property or persons from the personal injury and property damage referred to in Pargraph 7 of this Lease Agreement, and to furnish the LANDLORD with a certificate evidencing that such insurance is, from time to time, in force.
- 4. In the event that the LANDLORD shall, without fault on its part, be made a party to any litigation commenced against the TENANT, or against the LANDLORD or against the TENANT and the LANDLORD due to the construction and/or maintenance of the

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TENANT'S sign at the subject location, the TENANT shall undertake to defend all such claims and the TENANT shall pay all costs, including reasonable attorneys' fees, incurred by or against the LANDLORD in connection with such litigation. The TENANT shall also pay damages which may be assessed against the LANDLORD as a result of any matter in connection with the maintenance of such a sign on the leased premises. The TENANT shall also pay all costs and reasonable attorneys' fees incurred by or against the LANDLORD in enforcing any of the covenants, terms and provisions of this Lease or in terminating this Lease by reason of any kind of default by the TENANT. The LANDLORD agrees to pay all costs and reasonable attorneys' fees incurred by or against the TENANT in enforcing any of the covenants, terms and provisions of this Lease or in terminating this lease by reason of any kind of default by the LANDLORD.

neys' fees and damages which are required to be paid by the TENANT under any foregoing provision in this Rider or Lease Agreement, TENANT also agrees to pay all taxes, assessments and other charges which may be assessed against the LANDLORD by reason of the maintenance of the sign as provided in this Agreement, providing that LANDLORD presents TENANT a tax bill or other appropriate evidence of such charges and reasonable evidence that said charges, or incremental increase in said charges, or portion of same, are attributable to the sign. TENANT further agrees to provide, at its own expense, any remodelings or improvements

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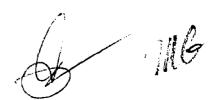
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which may be required to maintain the sign in accordance with this Agreement.

- 6. The TENANT represents to the LANDLORD, as an inducement to the LANDLORD to enter into this Lease Agreement, that the general dimensions and features of the sign being installed on the LANDLORD'S property shall be as follows:
 - (a) The sign to be erected shall be 20 x 60 feet in size on a base pole approximately four (4) feet in diameter, placed in a hole not less than 20, nor more than 35, feet below grade.
 - (b) The maximum height of the sign will be between 60 and 95 feet above grade, and the bottom of the ladder to be affixed to the pole shall be at least 15 feet above grade.
 - the North. All portions of the sign shall be in the air space above the property owned by R.L.D. Automotive Quick Service, Inc. The sign shall be lighted in such a way that illumination will be directed to the sign face only. The illumination will be designed so as not to interfere with uses not located on the LANDLORD'S proeprty. The LANDLORD may request the TENANT to set the sign's automatic timer so that illumination will cease at one o'clock a.m. (1:00 a.m.), and the TENANT will so limit the hours of illumination if the LANDLORD makes a showing of community objection or distress concerning the illumination. The TENANT shall have the



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opportunity to attempt to shield the sign's lights or otherwise modify them to reduce objectionable illumination.

- (d) TENANT agrees that in erecting the sign the TENANT will not interfere with any existing utilities such as gas, electric and water lines and TENANT assumes full responsibility for any damage caused by it to any such utility lines or facilities.
- (e) The general design of the sign shall be similar to the sign depicted in the attached photograph which is attached hereto, marked as "Exhibit A," and made a part hereof.
- The LANDLORD and the TENANT acknowledge that the LANDLORD does not own or have any possessory interest in or control over Lots 1, 2, 3, 4 and 5 in Cramer's subdivision, commonly known as the corner lot at State and 79th Streets. The corner lot is currently improved with a story objiding. Notwithstanding the provisions of this Lease Agreement, if a third party builds on the corner lot in such a way as to obstruct the TENANT'S sign, the period of this Lease shall continue for six (6) months from the date either party receives notice of said of said obstruction, with no rent due from the TENANT to the LANDLORD during that six month period. During the six month period, the TENANT shall notify the LANDLORD whether the TENANT will: (a) terminate the Lease at the end of the six months, or (b) elect to continue the Lease with a renegotiated rental rate.

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- (d) Temant apress that in eventing the sign the Temant will not interfere with any examing utilities such as gos, electric and water lines and TanhuT assumed fuit responsibility for any damage caused by it is any auch utility lines or facilities.
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- 8. It is intended that the contents of this Rider shall supplement the provisions contained in the printed portions of the Lease Agreement. To the extent that there is any conflict between the provisions contained in the Rider and the provisions contained in the Agreement, the LANDLORD and the TENANT agree that the provisions of this Rider shall control and any and all such conflicting provisions contained in the printed portion of the Lease are hereby deemed to be revoked, cancelled and annulled.
- 9. Monthly rental payments pursuant to the amounts agreed upon and listed in Exhibit B shall commence either 6 months after the date of execution of this lease or upon completion of construction of the sign, whichever date shall first occur in the point of time.
 - 10. a) Upon termination of this agreement, either by default of any other form of termination, the TENANT shall remove the sign and all other property of the TENANT from the LANDLORD'S property within 60 days from the termination of this agreement. In the event that the TENANT fails to remove the sign and all other property of the TENANT from the LANDLORD'S property, the LANDLORD may remove and dispose of the sign in any way that the LANDLORD deems appropriate. The TENANT agrees that he is solely liable for all costs incurred by the LANDLORD in the removal and disposition of the sign, including the costs of restoring the LANDLORD'S property to the condition it was in at the inception of this agreement. The TENANT

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further agrees not to hold the LANDLORD liable for any damage done to any of the TENANT'S property caused as a result of the removal of the TENANT'S property from the property of the LANDLORD.

- b) In the event that this agreement requires the removal of the TENANT'S property from the LANDLORD'S premises, the TENANT agrees to restore the property of the LANDLORD to the condition that it was in at the inception of this agreement.
- 11. The provisions of this Lease Agreement entered into between RLD AUTOMOTIVE QUICK SERVICE, INC. and OUTDOOR ADVERTISING MEDIA INC. are intended to bind the successors and assigns of OUTDOOR ADVERTISING MEDIA, INC.
- 12. The TENANT agrees to indemnify and hold harmless the LANDLORD from any claim of damages or injury to property or persons caused by the accumulation and subsequent falling of ice, snow, or water from the sign.
- this agreement shall be determined and settled by arbitration in the city of Chicago, Illinois, in accordance with the Commercial Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The expenses of the arbitration, provided that each party shall pay for and bear the cost of its own capetrs, evidence and legal counsel. Whenever any action is required

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Carther equipment of the TEMANS'S property danked as damage done to any of the TEMANS'S property danked as a result of the TEMANT'S property from the property of the CAROLORS.

- 2) In the event this this agreement requires the respects resord the Lampiorn's property from the Lampiorn's premises, the TERMY squees to restore the property of the The Lampior the the Lampion to the condition that he was in at the faception of this surcement.
- IL. The provisions of this lease Agreement entered into between RED AUTOMORIVE QUICE. INC. and OUTOOR ADVETTISING REDIA INC. are intended to bind the successors and assigns of Outoook ADVERTEING REDIA, two
- 12 The TENAM agrees to indomnify and hold harmless the DANBLORD from any claim of cameres of injury to property or persons caused by the accumulation and subsequent falling of ice, snow, or water from the state.
- this agreement shall be described and settled by arbitration in the city of Chicago, litted and settled by arbitration in the city of Chicago, litted as accordance with the Commercial Rule of the American Arbitration Association than in effect, and judgment upon the dward research by the arbitrator(u) may be entered of ludgment upon the dward research by the arbitrator(u) may be entered of the any court of competent to residence of the arbitration. The expenses of the arbitration, tration shall be come equally by the parties to the arbitration.

to be taken under this Agreement within a specified period of time and the taking of such action is materially affected by a matter submitted to arbitration, such period shall automatically be extended by the number of days plus ten (10) that are taken for the determination of that matter by the arbitrator(s). The provisions of this paragraph may be enforced and the arbitrator's award reviewed in accordance with the United States Arbitration Code 9 U.S.C, \$1 et seq.

The pole for this sign to be erected by the TENANT will be erected or the southeast corner of the property legally described as follows:

> Lots 4, 5, 6, 9 8 and 9 and those parts of Lots 3 and 46 and the North 9' of lot 45 and that part of vacated alley lying North of and adjoining said Lot 46 which lies East of a straight line drawn from a point on South line of East 79th Street which is 74.69' East of the East line of State Street to a point in South line of North 9' of Lot 45 weich is 74.69' East of the East line of State Street, all in Cramer's Subdivision of Block 6 of Webster's subdivision of the Northwest 1/4 of Section 34 Township 38 North. Range 14, lying East of the Third Principal Meridian in Cook County, Illinois.

WHEREFORE, this Rider to Lease has been executed by the

parties this ____day of January 1985 - 00 2 - ocic 20-34-100-029-000-TENANT SHALL NOT BE OBLIGATED BY THIS LEASE UNTIL PERMANNINT TAY ID #

SIGNED BY AN EXECUTIVE OFFICER OF TENANT.

OUTDOOR ADVERTISING MEDIA, INC.

R.L.D. AUTOMOTIVE QUICE SERVICE. INC.

to be caken ander this Agreement within a specified pariod of time and the taking of such assion is makerially affected by a vilacidamentos fiade Setroq dese periode de actimien redraction de actimien redraction de actimientos de actimi he extended by the nestire of days plus ten (10) that are taken for the determination of that ruster by the arbitrator(s). The provisions of this passenge way be enforced and the arbitraton's award reviewed in acpordance vich the United States, Arbitration. Code 9 U.S.C. 31 et seq.

THARAT out vi beforce od od ogio sidd rei eleg odr , ti will be expected on the southeast coeffer of the property legally rewolfor as fedinosob

Lote 4, 5, 6, 7, 7 and 8 ab-Othose parts of - Date 24 got to 19 Color of the base to been a sense that path of vacarda wiley lying worth of and adjoining raid in the waidh lies gast of a sail dance so dried a more than to sell adolesie ents for donal feet at the debits the test for the second state. Aduced hi daily y or coerso ANG to said asolt dad ni jay r os centro vectos de Sant a partir de Sant a partir de Sant a partir de Sant a constant de Sant 5 atromath ai lin rolekvilone stad statistico o pod o of the Marines I. to of Shander 34, Tourship 3d Bottle. A hydrey case of the White Eximplest More than in cook of early, in indica

MINGGER, this Reday on Least has been \$150.8.C. w. Oct. 245022 142222 1484 0407 15/20/82 TO:21:00 parties this day of January, 1985. Cit Deli-or McColores 114 52

THEART SERVER MOT DE CONTINUES OF THE THE DEPTE BIGMED BY AN EMERCIPING DEPICER OF TERBERY.

OUTHOOR LOVERTISTED MEDIE, INC.

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RICE AND ANTOMORESE GURCIN