

ASSIGNMENT OF LEASE

This Assignment of Lease (“Assignment”) entered into as of the 30th day of April, 2011, between PROLOGIS LAND LLC, a Delaware limited liability company qualified to do business in the State of Illinois (“ProLogis”), and the CITY OF ROCHELLE, an Illinois municipal corporation (“City”):

WITNESSETH

THAT WHEREAS, Stocking Family Trust, as lessor, and National Advertising Company, a Delaware corporation, d/b/a 3M Media, as lessee, entered into a certain Lease Agreement dated December 23, 1996, a true copy of which is attached hereto as Exhibit A (“Lease”); and

WHEREAS, ProLogis has represented to the City that it is the lessor under the Lease and CBS OUTDOOR, INC., a Delaware corporation qualified to do business in the State of Illinois, f/k/a National Advertising Company d/b/a 3M MEDIA (“CBS”), has represented to the City that it is the lessee under the Lease; and

WHEREAS, ProLogis and CBS have represented that all rent payments under the Lease are current through April 30, 2011, and the next lease payment is due May 1, 2011; and

WHEREAS, ProLogis wishes to assign to City, and City wishes to assume, all of the rights and obligations of ProLogis under the Lease as of May 1, 2011; and

WHEREAS, CBS has agreed to consent to said assignment and assumption;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, ProLogis does hereby assign to City, and City does hereby assume, all of ProLogis’ rights and obligations under the Lease, as of May 1, 2011, including all rights to the

May 1, 2011 lease payment. CBS hereby consents to the assignment of the Lease by ProLogis to City, and releases ProLogis from any further obligation under the Lease.

CITY OF ROCHELLE, an Illinois municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

PROLOGIS LAND LLC, a Delaware limited liability company

By: ProLogis, a Maryland real estate investment trust, its sole member

By: _____

Its: _____

CBS OUTDOOR, INC., a Delaware corporation

By: Michael [Signature]

Its: VICE PRESIDENT of REAL ESTATE

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that Meggon McKinley and Bruce McKinney, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

Given under my hand and official seal, this _____ day of _____,
20__.

(SEAL)

NOTARY PUBLIC

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned notary public, do hereby certify that _____ the _____ of ProLogis, a Maryland Real Estate Investment Trust, which is the sole member of ProLogis Land LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument in said capacity, pursuant to authority of the governing bodies and governing instruments of said real estate investment trust and said limited liability company.

Given under my hand and official seal, this _____ day of _____,
20__.

(SEAL)

NOTARY PUBLIC

LESSEE ACKNOWLEDGEMENT

STATE OF IL)
)ss
COUNTY OF COOK)

On this 28th day of APRIL, 2011, before me, SHARON A. ANDERSON, a Notary Public in and for said State, personally appeared MITCH MATSON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon A. Anderson

PREPARED BY:
ALAN H. COOPER
Law Offices of Alan H. Cooper
233 E. Route 38, Suite 202
P.O. Box 194
Rochelle, IL 61068
(815) 562-2677

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Eastern Sign

3M MEDIA

409537

LEASE RENEWAL AGREEMENT

Branch No. 331
Lease No. 27519 A
27520 A

SO
Real Estate Representative (No.)

Phone
THIS AGREEMENT, dated this 23rd day of December, 19 96, is by and between

Stocking Family Trust No. 4-96 (LANDLORD), and NATIONAL ADVERTISING COMPANY, a Delaware corporation, doing business as 3M Media, whose address is 6850 S. Harlem Avenue, Bedford Park, Illinois 60501 (3M MEDIA).

LANDLORD AND NATIONAL ADVERTISING COMPANY d/b/a 3M MEDIA AGREE AS FOLLOWS:

1. PROPERTY. LANDLORD is the owner (or authorized lessor) of that certain real property (the "Property") located about 1.80 Miles

N-E-S-W of HWY 251 on the N-E-S-W side of I-88 street or highway

for display(s) facing N-E-S-W being part of the LANDLORD's property known as OGLE County / Illinois State Street Address / City / County / State

This display(s) are intended to be viewed from street or highway

Effective Date : 05/01/1997 Existing Structure North
Rent shall be paid as follows:
\$2,600.00 per year for years 1-3
\$3,050.00 per year for years 4-6
\$3,355.00 per year for remaining term
3M shall reimburse LANDLORD for any damages incurred to property or crops in the course of maintaining said sign display.
SKETCH THE APPROXIMATE LOCATION OF OUTDOOR ADVERTISING STRUCTURE ON PROPERTY

2. TERM. LANDLORD hereby grants and leases to 3M MEDIA and 3M MEDIA accepts the grant and leases from LANDLORD the Property to have and to hold upon the terms and conditions contained in this Lease. The Principal Term, as extended, and Year-to-Year Term are collectively the "Term" of this Lease.

PRINCIPAL TERM/EXTENSION. The Principal Term shall be for TEN (10) years and shall commence upon the Effective Date listed above.

(initials)

YEAR-TO-YEAR TERM. Upon the expiration of the Principal Term, as extended, this Lease will continue on the then existing terms and conditions on a year-to-year basis. LANDLORD or 3M MEDIA may terminate this Lease effective at the end of any lease year of the Year-to Year Term by giving at least thirty(30) days written notice prior to the end of that lease year.

3. RENT. 3M MEDIA Shall pay Rent to LANDLORD annually in advance in the following amounts for each Term: PRINCIPAL TERM/EXTENSION and YEAR-TO-YEAR TERM \$ See Above Rent shall be deemed to have been received on time unless LANDLORD notifies 3M MEDIA of non-receipt of payment. 3M MEDIA shall be permitted thirty(30) days from receipt of notice of non-receipt to make such payment without being in default of this Lease.

4. LEASE PROVISIONS. This Lease contains the provisions on this page and on the reverse hereof. LANDLORD has read and understands all such terms and provisions.

Executed under the hand and seal of the parties on the dates provided below.

Offer Date: 1/13/97

(i) Joyce Stocking (SEAL)
LANDLORD Signature

Joyce Stocking, Trustee
Print Name/Title If Corporation or Partnership

Candyce M. Welker
Witness (if applicable)

Joan M. Brass
Witness (if applicable)

(iii) LANDLORD Name Stocking Family Trust No. 4-96

Address: 16325 Steward Road

Rochelle, IL 61068

815-562-4578 338-36-5122
Phone Tax Identification No.

RECEIVED
FEB 10 1997
National Advertising Company
Lease Administration

(ii) LANDLORD Signature Martha Barth, Life Estate Tenant
Print Name/Title If Corporation or Partnership

Witness (if applicable)

Witness (if applicable)

(iv) NATIONAL ADVERTISING COMPANY Signature
Print Name/Title

Leis D. Galtney
Witness (if applicable)

Witness (if applicable)

Acceptance Date: 2/3/97

5. LEASED PROPERTY. 3M MEDIA shall be entitled to use the Property to erect, maintain, service, remove and reposition (if subsequently necessary) an outdoor advertising structure (including necessary structures, footings, devices, power poles and connections) on the Property for such use or uses as permitted by law. The leased portion of the Property includes all necessary areas over, across and under the Property to provide for the construction, maintenance, service of advertising copy, repositioning and removal of the advertising structure and to provide for the installation of electrical and telephone service to the advertising structure, if necessary.

6. LANDLORD'S COVENANTS. (a) AUTHORITY OF LANDLORD. LANDLORD covenants and warrants that LANDLORD is either the owner, agent of the owner, or an authorized lessee of the Property and that LANDLORD has full power and authority to enter into and perform under the covenants of this Lease, including, without limitation, leasing the Property and authorizing the construction of the advertising structure at the location provided. LANDLORD agrees to provide 3M MEDIA with written proof of such authorization. LANDLORD grants to 3M MEDIA quiet enjoyment of the Property and warrants and agrees to defend 3M MEDIA in the quiet enjoyment of the Property during the Term of this Lease. LANDLORD and 3M MEDIA agree that this Lease may be recorded at the appropriate county office.

(b) ACCESS/NO OBSTRUCTIONS. LANDLORD covenants and warrants that 3M MEDIA shall have a reasonable means of access over, across and under the Property, and any adjoining or appurtenant property owned or controlled by LANDLORD, to erect, illuminate, maintain, service, remove and reposition its outdoor advertising structure. LANDLORD covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees, shrubs, or other vegetation), or any other object on the Property, or on any adjoining or appurtenant property owned or controlled by LANDLORD, which would in any manner, partially or completely, obscure or obstruct the normal highway view(s) of 3M MEDIA'S advertising structure on the Property, or permit any third party to do so. 3M MEDIA has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at LANDLORD'S expense; and (ii) to cut and/or remove any obscuring or obstructing vegetation at 3M MEDIA'S expense.

7. INDEMNITY AND INSURANCE. Each party agrees to indemnify and hold harmless the other from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful acts or omissions of the indemnifying party or its agents, employees or contractors. 3M MEDIA agrees to carry, at its own cost and expense, general liability insurance in the amount of One Million Dollars (\$1,000,000) covering any such contingency during the Term of this Lease.

8. 3M MEDIA'S TERMINATION RIGHT. If at any time (i) the normal highway view of 3M MEDIA'S advertising structure is obscured or obstructed; (ii) the use or installation of such advertising structure is prevented or restricted by law or by 3M MEDIA'S inability to secure and maintain any necessary permits or licenses; or (iii) 3M MEDIA is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the advertising structure, 3M MEDIA may, at its option, terminate this Lease by giving LANDLORD fifteen (15) days written notice. If in the reasonable opinion of 3M MEDIA, any of the above conditions shall only temporarily exist, then 3M MEDIA may, at its option, instead of terminating this Lease, be entitled to pay reduced Rent equal to \$100.00 per year during the period such conditions or any of them exist. Upon early termination of this Lease or reduction in Rent for any reason, LANDLORD agrees to refund to 3M MEDIA any prepaid or overpaid Rent. If 3M MEDIA'S advertising structure is a double-faced advertising structure and any of the conditions described in this paragraph affect only one face of the advertising structure, 3M MEDIA has the right to reduce the Rent (including any paid in advance) to 50% of the Rent rather than terminating the entire Lease.

9. CONVEYANCE. Any conveyance of the Property to a third party is subject to this Lease. In the event of a change of ownership of the Property, LANDLORD agrees to promptly notify 3M MEDIA and provide the new landlord with a copy of this Lease.

10. CONDEMNATION. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, 3M MEDIA shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of 3M MEDIA'S interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or to be acquired; and/or, (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by 3M MEDIA relating to its leasehold, as improved with the outdoor advertising structure. LANDLORD may not terminate this Lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.

11. 3M MEDIA'S IMPROVEMENTS. All the outdoor advertising structures, power poles, materials and equipment on the Property are and shall remain the property of 3M MEDIA and may be removed by 3M MEDIA at any time prior to or within ninety (90) days after the termination of this Lease or any extended term of this Lease. 3M MEDIA agrees to remove the advertising structure, (exclusive of footings which shall only be removed to grade level) and restore the surface to its natural condition.

12. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and may not be changed except by written agreement signed by the parties. Oral representations or agreements shall have no effect. If the proper legal description of the Property is not attached, either party may attach or provide it at a later time.

13. NOTICE. All notices are effective upon dispatch and must be in writing and delivered by mail, personal delivery or commercial courier to LANDLORD and 3M MEDIA at the respective addresses set forth above.

STATE OF Ill) On this 13th day of January, 19 97, before me Rosella D. Brass
) SS (Print Notary's Name)
COUNTY OF Ogle) the undersigned officer, personally appeared Joyce Stocking
) (Print LANDLORD'S Name #1)
, known to me (or satisfactorily proven) to be the person(s)

"OFFICIAL SEAL" ROSELLA D. BRASS Notary Public, State of Illinois My Commission Expires 2-8-00
(Print LANDLORD'S Name #2) whose name(s) is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged voluntary execution of same for the uses and purposes herein contained. Given under my hand and official seal.
My Commission Expires: 2-8-00 Rosella D. Brass
Signature of Notary

STATE OF Illinois) On this 3rd day of February, 19 97, before me NOREAN MITCHELL
) SS (Print Notary's Name)
COUNTY OF Will) the undersigned officer, personally appeared Jerry M. Sharp
) known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the above instrument, and bring informed of the contents of said instrument, acknowledged voluntary execution of same for the uses and purposes herein contained. Given under my hand and official seal.

"OFFICIAL SEAL" NOREAN MITCHELL Notary Public, State of Illinois My Commission Expires 11-18-99
My Commission Expires: 11/18/99 Norean Mitchell
Signature of Notary

Parcel Identification Number: _____
Legal Description of Property (For Recording Purposes): _____

After recording return to: National Advertising Company, Attention: Lease Coordinator, _____
Address