

RESOLUTION NO. R-2022-44

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A CONSENT TO ASSIGNMENT OF A BILLBOARD LEASE AGREEMENT DATED OCTOBER 21, 2002
FOR THE INSTALLATION AND OPERATION OF A DOUBLE-FACED BILLBOARD,
LOCATED ON THE NORTHEAST CORNER OF HARRISON STREET AND 18TH AVENUE,
FROM PARAMOUNT MEDIA GROUP, INC. TO CLEAR CHANNEL OUTDOOR, LLC,
AND AN ESTOPPEL CERTIFICATE RELATED TO THE ASSIGNMENT**

WHEREAS, in 2002, the Village of Maywood (“Village”) and Paramount Media Group, Inc. (“Paramount”) entered into a “Lease Agreement” dated October 21, 2002 for the installation and operation of a double-faced billboard on Village-owned property located on the northeast corner of Harrison Street and 18th Avenue. The Lease Agreement has a 40-year lease term. The commencement date of the Lease was March 1, 2003, (i.e., the Billboard was erected and operational on March 1, 2003), and, therefore, the expiration date of the Lease is February 28, 2043, subject to any extension terms or early termination right, if any, set forth in the Lease Agreement. The Lease Agreement also requires Paramount to pay an annual “Base Rent” (the initial annual Base Rent for years 1 through 20 is set at \$18,000.00) and to pay an increased Base Rent to the Village per rent escalations every five years that are based on the Consumer Price Index for Urban Consumers (CPI-U); and

WHEREAS, Paramount desires to assign the Lease Agreement to Clear Channel Outdoor, LLC (“Clear Channel”) in accordance with the provisions of Section 16 of the Lease Agreement. To accomplish the assignment, Paramount and Clear Channel have proposed that the corporate authorities of the Village and the corporate entities of Paramount and Clear Channel approve the following documents: (1) Consent to Assignment of Billboard Lease Agreement dated October 21, 2002 (“Consent to Assignment”); and (2) an Estoppel Certificate. Copies of the Consent to Assignment and the Estoppel Certificate are attached hereto as **Group Exhibit “A”** and made a part hereof; and

WHEREAS, Paramount neglected to pay Base Rent and the required rent escalations to the Village for most of the term of the Lease Agreement. In order to cure this default under Section 14 of the Lease Agreement, in September 2022, Paramount paid the Village \$153,000.00 for the past due Base Rent. From the proceeds paid at the closing of the conveyance of the Lease Agreement from Paramount to Clear Channel, Paramount agrees to pay \$84,703.64 to the Village, which is the remaining amount owed to the Village under the Lease Agreement for the unpaid rent escalations to the annual Base Rent payments based on the CPI-U escalation (“Unpaid Rent”). Paramount has also neglected to comply with Section 3 of the Lease Agreement, which required Paramount to provide the Village on an annual basis with proof of a general comprehensive insurance policy in the amount not less than \$2,000,000, a workers’ compensation insurance policy per the statutory amount, an employer’s liability insurance policy per the statutory amount; designate the “Village of Maywood, its officials, officers, agents and employees” as “additional insureds” in the insurance coverages; and to post a \$50,000 performance bond with the Village of Maywood to secure the billboard company’s performance under the Lease Agreement (“Non-Compliance Lease Items”); and

WHEREAS, the Consent to Assignment and the Estoppel Certificate have been reviewed by the Village Attorney and have been amended to require that Paramount and Clear Channel arrange for the payment of the Unpaid Rent to the Village and the delivery of those documents that are required to resolve the Non-Compliance Lease Items at or before the closing on the assignment of the Lease Agreement; and

WHEREAS, in compliance with Section 16 of the Lease Agreement, Clear Channel has provided the Village with adequate documents and proof and reasonable assurances that establishes to a reasonable satisfaction of the Village that Clear Channel has sufficient financial strength to fully fulfill all of the terms and conditions of the Lease Agreement. In addition, under the Consent to Assignment, Clear Channel agrees to comply with the terms and provisions of the Lease Agreement, including the requirement that Clear Channel “assumes all rights, responsibilities and liabilities under the Lease terms”; and

WHEREAS, having considered the request of Paramount and Clear Channel for the assignment of the Lease Agreement, the Village President and Board of Trustees of the Village find and determine that approval of the Consent to Assignment and the Estoppel Certificate, subject to certain conditions as set forth below, are in the best interests of the Village and in furtherance of the general public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, AS FOLLOWS:

SECTION 1: The Village President and Board of Trustees of the Village approve the attached Consent to Assignment of Billboard Lease Agreement dated October 21, 2002 and the Estoppel Certificate (**Group Exhibit “A”**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, subject to the following conditions:

1. Payment of the Unpaid Rent to the Village and delivery of the documents that resolve the Non-Compliance Lease Items at or before the closing on the assignment of the Lease Agreement to be conducted by Paramount and Clear Channel.

SECTION 2: The President and Board of Trustees further authorize and direct the President and the Village Clerk, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village’s obligations under the Lease Agreement, the Consent to Assignment, and the Estoppel Certificate.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 20th day of September, 2022, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 20th day of September, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

GROUP EXHIBIT "A"

**CONSENT TO ASSIGNMENT OF
A BILLBOARD LEASE AGREEMENT DATED OCTOBER 21, 2002
FOR THE INSTALLATION AND OPERATION OF A DOUBLE-FACED BILLBOARD LOCATED
ON THE NORTHEAST CORNER OF HARRISON STREET AND 18th Avenue FROM
PARAMOUNT MEDIA GROUP, INC. TO CLEAR CHANNEL OUTDOOR, LLC**

AND

AN ESTOPPEL CERTIFICATE RELATED TO THE ASSIGNMENT

(attached)

Consent to Assignment of Lease Agreement

Upon compliance with each of the delivery obligations set forth in Section 7 of the Estoppel Certificate, a copy of which is attached hereto and made a part hereof, including but not limited to the payment by Paramount Media Group, Inc. or Clear Channel Outdoor, LLC of the amount of \$84,703.64 from sale proceeds related to the Assignment of the Billboard Lease Agreement, the undersigned, the Landlord under that certain Lease Agreement dated October 21, 2001 (the "Lease"), by and between Village of Maywood ("Landlord") and Paramount Media Group, Inc. ("Tenant"), demising a certain portion of the premises commonly known as the northeast corner of Harrison Street and 18th Avenue, Maywood, Illinois (the "Premises") for the purpose of erecting, accessing, maintaining, repositioning, upgrading and/or removing outdoor advertising structures, related displays, equipment and materials owned by Tenant, consents to the assignment of the Lease to Clear Channel Outdoor, LLC, a Delaware limited liability company, ("Assignee") and recognizes Assignee as Tenant under the Lease from and after the date hereof.

In compliance with Section 16 of the Lease, Assignee agrees to comply with the terms and provisions of the Lease, including the requirement that Assignee assumes all rights, responsibilities and liabilities under the Lease.

VILLAGE OF MAYWOOD

By: _____

Name: Nathaniel George Booker

Its: Village President

Date: _____, 2022.

PARAMOUNT MEDIA GROUP, INC.

By:

Name: _____

Its: Authorized Corporate Officer

Date: _____, 2022.

CLEAR CHANNEL OUTDOOR, LLC

By:

Name: _____

Its: Authorized Member

Date: _____, 2022.

Attachment: Estoppel Certificate approved by the Village Board on September 20, 2022.

ESTOPPEL CERTIFICATE

The undersigned acknowledges the right of Clear Channel Outdoor, LLC, a Delaware limited liability company, ("Assignee"), who intends on entering into a Consent to Assignment of a certain billboard lease agreement, to rely upon the information in this Estoppel Certificate (this "Certificate").

THE UNDERSIGNED CERTIFIES THAT AS OF THE DATE HEREOF:

1. The undersigned is the landlord under that certain Lease Agreement dated October 21, 2002 (the "Lease"), by and between Village of Maywood ("Landlord") and Paramount Media Group, Inc. ("Tenant"), demising a certain portion of the premises commonly known as the northeast corner of Harrison Street and 18th Avenue, Maywood, Illinois (the "Premises") for the purpose of erecting, accessing, maintaining, repositioning, upgrading and/or removing outdoor advertising structures and related displays, equipment and materials owned by Tenant.
2. The Lease is in full force and effect and has not been modified, changed, altered, supplemented or amended in any respect except as indicated below, or on the attached (if none, state "None"):
None.
3. The current annual Base Rent is \$24,376.00 and upon payment of the amount set forth in Section 7 has been paid through August 31, 2022.
4. No rent (not including the security deposit, if any) has been paid more than one (1) month in advance of its due date, except as indicated below (if none, state "None"):
None
5. The Lease Agreement has a 40-year lease term. The commencement date of the Lease was March 1, 2003 (i.e., the Billboard was erected and operational on March 1, 2003), and, therefore, the expiration date of the Lease is February 28, 2043 subject to any extension terms or early termination right, if any, set forth in the Lease.
6. The Tenant has not paid a security deposit to the Landlord and is not required to under the Lease.
7. To the undersigned's actual knowledge and without investigation or inquiry, neither party is currently in default under the Lease beyond any applicable grace or cure periods, nor to the undersigned's actual knowledge and without investigation or inquiry has any event occurred which with the passage of time would become a default under the Lease except as indicated below (if none, state "None"):
 - a. Payment of \$84,703.64 to the Landlord, which is the remaining amount owed to the Landlord under the Lease for the unpaid rent escalations to the annual Base Rent payments based on the CPI-U escalation ("Unpaid Rent"), which amount shall be paid at the closing on the assignment of Lease from closing proceeds. Tenant and Assignee shall be jointly and severally liable for the payment of this Unpaid Rent amount.
 - b. Delivery to the Landlord either before or at closing of the following items by or on behalf of Assignee:
 - i. Proof of a general comprehensive insurance policy in the amount not less than

\$2,000,000;

- ii. Proof of workers' compensation insurance policy per the statutory amount;
- iii. Proof of an employer's liability insurance policy per the statutory amount;
- iv. Each required insurance policy shall designate the "Village of Maywood, its officials, officers, agents and employees" as "additional insureds" in the insurance coverages; and
- v. A \$50,000 performance bond with the Village of Maywood as payee to secure the Tenant's (Assignee's) performance under the Lease.

8. Nothing in this Certificate shall be construed to amend or otherwise modify the terms of the Lease. This certification by the undersigned is made solely upon the undersigned actual knowledge and without any investigation or inquiry whatsoever on the part of the undersigned.

VILLAGE OF MAYWOOD

By: _____
Name: Nathaniel George Booker
Its: Village President
Date: _____, 2022

ATTEST:

By: _____
Name: Gwaine Dianne Williams
Its: Village Clerk
Date: _____, 2022

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK’S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2022-44

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A CONSENT TO ASSIGNMENT OF A BILLBOARD LEASE AGREEMENT DATED OCTOBER 21, 2002
FOR THE INSTALLATION AND OPERATION OF A DOUBLE-FACED BILLBOARD
LOCATED ON THE NORTHEAST CORNER OF HARRISON STREET AND 18TH AVENUE
FROM PARAMOUNT MEDIA GROUP, INC. TO CLEAR CHANNEL OUTDOOR, LLC
AND AN ESTOPPEL CERTIFICATE RELATED TO THE ASSIGNMENT**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 20th day of September, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of September, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 21st day of September, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]